

RECEIVED

2003 APR 21 PM 3: 01

AR/OK/IX BRANCH



April 17, 2003

**KMG**

Mr. Rafael A. Casanova, Remedial Project Manager  
U.S. Environmental Protection Agency, Region 6  
Superfund Division (6SF-AP)  
1445 Ross Avenue, Suite 1200  
Dallas, Texas 75202-2733

**Via Certified Mail  
Return Receipt  
Requested**

Re: Request for Information Pursuant to Section 104 of CERCLA (42 U.S.C.  
Section 9604) – Star Lake Canal Superfund Site, Jefferson County, TX

Dear Mr. Casanova:

We are enclosing KMG-Bernuth, Inc.'s responses requested in your March 18, 2003 letter regarding the above referenced subject. In addition to the written responses, we have enclosed documents that are most relevant to your respective requests, and should assist your review and understanding of our written responses. Please note that, based on our interpretation of your information request, we have not provided copies of all documents potentially relevant to the requested information. However, if after reviewing our written responses and the enclosed documents, you determine that additional documents are necessary to your inquiry, please contact me as soon as possible.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Roger C. Jackson  
General Counsel

RCJ:kkj  
Enclosures

169572



**Response of KMG-Bernuth, Inc. ("Respondent") to a Request Information  
Pursuant to Section 104 of CERCLA  
(42 U.S.C. Section 9604)**

**1. QUESTION:**

Identify all parent corporations and all subsidiaries of the Respondent, KMG-Bernuth, Inc.

**RESPONSE 1:**

KMG-Bernuth, Inc. is the wholly-owned subsidiary of KMG Chemicals, Inc., a Texas corporation whose address is 10611 Harwin, Suite 402, Houston, Texas 77036. The subsidiaries of KMG-Bernuth, Inc. are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Year Formed</u>
KMG de Mexico S.A. de C.V.	Mexico	1985
KMG Chemicals de Argentina SRL	Argentina	2002
KMG Chemicals do Brasil LTDA	Brazil	2001
KMG Chemicals de Costa Rica, S.A.	Costa Rica	2001
KMG Chemicals de Venezuela, C.A.	Venezuela	2002

KMG de Mexico owns and operates a chemical manufacturing facility in Matamoros, Mexico. The other subsidiaries of Respondent were formed to acquire and hold registrations for certain agricultural chemicals in their respective jurisdictions.

**2. QUESTION:**

Provide Articles of Incorporation (including any amendments thereto), Certificates of Authority (including any amendments thereto), list of corporate officers, date of incorporation and state of incorporation for Respondent, KMG-Bernuth, Inc.

**RESPONSE 2:**

KMG-Bernuth, Inc. is a Delaware corporation incorporated in that State on January 22, 1988 as KMG Services, Inc. The company changed its name in 1991 to KMG-Bernuth, Inc. The officers of the corporation are as follows:

David L. Hatcher, President  
Thomas H. Mitchell, Vice President  
John V. Sobchak, Vice President and Chief Financial Officer  
Roger C. Jackson, Vice President, Secretary and General Counsel

The Certificate of Incorporation of Respondent KMG-Bernuth, Inc. (including all amendments), are included with this response as Attachment A.

3. **QUESTION:**

Provide corporate history of Respondent, KMG-Bernuth, Inc. including, but not limited to, mergers with other corporations, acquisitions of other corporations and name changes of Respondent, KMG-Bernuth, Inc., since its date of incorporation.

**RESPONSE 3:**

Respondent was incorporated in Delaware as KMG Services, Inc. on January 22, 1988. Respondent merged with KMG Services Corp., a Texas corporation, on July 15, 1988. Respondent was the surviving corporation in the merger. At the time of the merger, both Respondent and KMG Services Corp. were wholly-owned subsidiaries of Harwin Interests, Inc. Respondent merged with Preservation Products, Inc., a Delaware corporation, on February 28, 1991. At the time of the merger, both Respondent and Preservation Products, Inc. were wholly-owned subsidiaries of Harwin Interests, Inc. Effective March 1, 1991, Harwin Interests, Inc. contributed certain office equipment, vehicles and other assets to Respondent, its wholly-owned subsidiary. Respondent changed its name to KMG-Bernuth, Inc. on July 29, 1991. Respondent merged with Harwin Interests, Inc. on March 31, 1995. Respondent was the surviving corporation in the merger. At the time of the merger, Respondent was the wholly-owned subsidiary of Harwin Interests, Inc.

KMG de Mexico S.A. de C.V. became a subsidiary of Respondent as a consequence of the merger in 1991 with Preservation Products, Inc. The other subsidiaries of Respondent were formed by it in the years indicated in the response to question No. 1.

In October, 1996 Respondent became the wholly-owned subsidiary of KMG Chemicals, Inc.

The Certificate of Incorporation of Respondent KMG-Bernuth, Inc. (including all amendments), are included with this response as Attachment A. Other documents responsive to this question are included with this response as Attachment B.

4. **QUESTION:**

Identify any and all ties, including but not limited to mergers, acquisitions, name changes and corporate history transactions, that Respondent, KMG-Bernuth, Inc. has or had with the following businesses:

Dayburn Chemical Company  
Sonford Chemical Company  
Harwin Interests, Inc.  
QED Laboratories, Inc.  
KMG Services Corp.  
KMG Services, Inc.

**RESPONSE 4:**

Dayburn Chemical Company was incorporated as an Illinois corporation on October 27, 1961. It changed its name to Sonford Chemical Company on April 19, 1963. Sonford Chemical Company filed for an arrangement under Chapter 11 of the Bankruptcy Act on March 29, 1972. A receiver was appointed to operate the company and dispose of its assets. The plan of arrangement was confirmed on March 15, 1973 and a final decree terminating the case was rendered December 14, 1973. On September 12, 1974 Sonford Chemical Company merged with Idacon, Inc., a Texas corporation then engaged in a chemical products distribution and trading business. Sonford Chemical Company was the surviving corporation in the merger but it changed its name to Idacon, Inc. and continued the chemical products distribution and trading business.

Effective May 1, 1988, KMG Services Corp. a/k/a KMG Services, Inc., a Texas corporation, acquired certain assets of Idacon, Inc. Those assets consisted of accounts receivable, inventory, equipment located at the company's Alabama facility, and certain other tangible and intangible property more particularly described in the Bill of Sale included with this response. At the time of the asset acquisition, KMG Services Corp. a/k/a KMG Services, Inc. (Texas) and Idacon, Inc. were subsidiaries of Harwin Interests, Inc. Idacon, Inc. changed its State of incorporation by merging with Idacon, Inc., a Delaware corporation, on July 15, 1988. It dissolved under Delaware law on March 22, 1996. KMG Services Corp. a/k/a KMG Services, Inc. (Texas) also changed its State of incorporation by merging with KMG Services, Inc., a Delaware corporation, on July 15, 1988.



For corporate history transactions between KMG-Bernuth, Inc. and Harwin Interests, Inc., KMG Services Corp., and KMG Services, Inc., also see the response to question No. 3.

Idacon, Inc. operated an unincorporated business under the assumed name QED Laboratories, Inc. for a short time in the late 1980s. The business attempted to provide QA/QC laboratory testing for third parties but the effort was unsuccessful and it was discontinued in approximately 1991.

Documents responsive to this question are included with this response as Attachment C. Other documents responsive to this question are included with this response as Attachment B.

**5. QUESTION:**

Identify any and all business transactions, including but not limited to contracts, sales and/or purchases, and assumptions of liability, that Respondent, KMG-Bernuth, Inc. has or had with the following businesses:

Dayburn Chemical Company  
Sonford Chemical Company  
Harwin Interests, Inc.  
QED Laboratories, Inc.  
KMG Services Corp.  
KMG Services, Inc.

**RESPONSE 5:**

Refer to the responses to questions Nos. 3 and 4 and to documents included as Attachments B and C. In addition, Harwin Interests, Inc. provided general administrative services to Respondent, its subsidiary.

**6. QUESTION:**

Identify any and all ties, including but not limited to corporate/officer positions, sales and/or purchases, contracts and assumptions of liability, that Respondent, KMG-Bernuth, Inc., has or had with David B. Hatcher and/or David L. Hatcher.

**RESPONSE 6:**

David B. Hatcher was never an employee, officer or director of KMG-Bernuth, Inc. He has not sold or purchased company assets, entered into contracts with the company or assumed liabilities of the company.

Since its formation David L. Hatcher has been an employee of Respondent KMG-Bernuth, Inc. and has served as its President and as a member of its Board

of Directors. Either directly or indirectly through Respondent's parent corporation, David L. Hatcher has been from Respondent's formation a shareholder of Respondent. As an employee, David L. Hatcher participates in the company's 401(k) plan and he participates in a split dollar insurance plan and in various executive benefits.

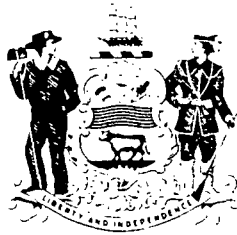
## **ATTACHMENT A**

### **Response of KMG-Bernuth, Inc. ("Respondent") to a Request for Information Pursuant to Section 104 of CERCLA (42 U.S.C. Section 9604)**

- 1) Certificate of Incorporation of KMG Services, Inc. (January 22, 1988)
- 2) Certificate of Incorporation of KMG Services, Inc. (June 23, 1988)
- 3) Certificate of Amendment of KMG Services, Inc. changing its name to KMG-Bernuth, Inc. (July 29, 1991)

State of Delaware

2012



## Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF KMG SERVICES, INC. FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF JANUARY, A.D. 1988, AT 10 O'CLOCK A.M.

| | | | | | | | |



728022053

A handwritten signature of Michael Harkins in cursive script, written over a horizontal line.

Michael Harkins, Secretary of State

AUTHENTICATION: 11555906

DATE: 01/22/1988

728022053

FILED

JAN 22 1968

*10 km*  
*Robert G. [Signature]*  
SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF  
KMG SERVICES, INC.

First: The name of the Corporation is KMG SERVICES, INC.

Second: The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street in the City of Wilmington, County of New Castle. The name and address of its registered agent is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware.

Third: The nature of the business, objects and purposes to be transacted, promoted or carried on by the Corporation are:

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and with goods, wares and merchandise and personal property of every class and description;

To acquire, and pay for in cash, stock or bonds of this Corporation or otherwise, the goodwill, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, partnership, trust, joint stock company, syndicate, firm, association or corporation;

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of the Corporation;

To acquire by purchase, subscription or otherwise, and to receive, hold, own, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of

America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof;

To borrow or raise moneys for any of the purposes of the Corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the Corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the Corporation for its corporate purposes;

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the Corporation's property and assets, or any interest therein, wherever situated; and

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from, the terms of any other clause in this Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

Fourth: The total number of shares of stock which the Corporation shall have authority to issue is 10,000 shares of Common Stock, one cent (\$.01) par value.

Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting and vote of stockholders may be dispensed with and such action may be taken with the written consent of stockholders having not less than the minimum percentage of the vote required by statute for the proposed corporate action, provided that prompt notice shall be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous consent.

Fifth: The name and mailing address of the incorporator is

Roger C. Jackson  
3600 Citicorp Center  
1200 Smith  
Houston, Texas 77002

Sixth: The number of directors constituting the initial board of directors is three, and the names and addresses of the persons who are to serve as directors until the first annual meeting of the stockholders or until their successors are elected and qualify are:

<u>Name</u>	<u>Mailing Address</u>
David L. Hatcher	10611 Harwin, Suite 400 Houston, Texas 77046
Bobby D. Godfrey	10611 Harwin, Suite 400 Houston, Texas 77046
Maureen M. Gilroy	10611 Harwin, Suite 400 Houston, Texas 77046

Seventh: The Corporation is to have perpetual existence.

Eighth: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(1) To make, alter or repeal the by-laws of the Corporation.

(2) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.

(3) To set apart out of any of the funds of the Corporation available for dividends a reserve or

reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

(4) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the by-laws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, the by-laws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(5) When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called upon such notice as is required by statute, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all or substantially all the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including securities of any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the Corporation.

Ninth: Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation. Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.



Tenth: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

Eleventh: To the fullest extent permitted by the Delaware General Corporation Law as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

Twelfth: Section 1. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was or has agreed to become a director, officer, employee or agent of the Corporation or is or was serving or has agreed to serve at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving or having agreed to serve as a director or officer shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and such indemnification shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder and shall inure to the benefit of his or her heirs, executors and administrator; provided, however, that, except as provided in Section 2 hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any

such proceeding in advance of its final disposition; provided, however, that, if the Delaware General Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. If a claim under Section 1 of this Article is not paid in full by the Corporation within ninety days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Incorporation of the Corporation, bylaw,

agreement, vote of stockholders or disinterested directors or otherwise.

Section 4. The Corporation may maintain insurance, at its expense, to protect itself and any person who is or was serving as a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such persons against such expense, liability or loss under the Delaware General Corporation Law.

Section 5. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each director, officer, employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and to the full extent permitted by applicable law.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 1<sup>st</sup> day of January, 1988.

  
\_\_\_\_\_  
Roger C. Jackson,  
Incorporator

RECEIVED FOR RECORD

JAN 26 1988

William H. Hensley, Recorder

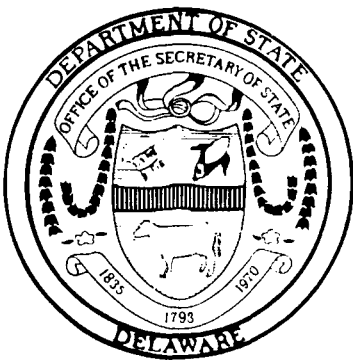
## State of Delaware

PAGE 1

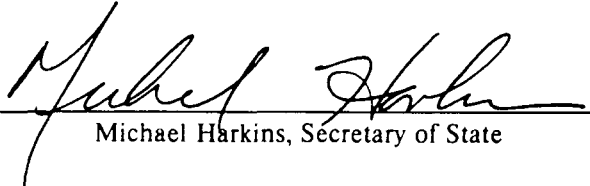
Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF  
DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF AMENDMENT OF KMG SERVICES, INC. FILED  
IN THIS OFFICE ON THE TWENTY-THIRD DAY OF JUNE, A.D. 1988, AT 9  
O'CLOCK A.M.

: : : : : : : : : : :



881750114

  
Michael Harkins, Secretary of State

AUTHENTICATION: 11766476

DATE: 06/28/1988

FILE  
JUN 25 1965 *GA*

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
BEFORE RECEIPT OF PAYMENT FOR STOCK  
OF  
KMG SERVICES, INC.

Pursuant to Section 241 of the General  
Corporation Law of the State of Delaware

KMG SERVICES, INC. (the "Corporation"), organized and existing under the General Corporation Law of the State of Delaware (the "GCL"), does hereby certify:

FIRST: By unanimous written consent of the Board of Directors of the Corporation as named in its Articles of Incorporation, the following resolutions were duly adopted, pursuant to Section 241 of the GCL, setting forth the following amendment to the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable. The resolutions setting forth the amendments are as follows:

RESOLVED: That Article Fourth of the Certificate of Incorporation of the Corporation be and hereby is deleted in its entirety and the following Article Fourth is inserted in lieu thereof:

"Fourth: The total number of shares of stock which the Corporation shall have authority to issue is 100,000 shares of Common Stock, one cent (\$.01) par value.

Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting and vote of stockholders may be dispensed with and such action may be taken with the written consent of stockholders having not less than the minimum percentage of the vote required by statute for the proposed corporate action, provided that prompt notice shall be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous consent.

SECOND: The corporation has not received any payment for its stock and the amendment has been duly adopted in accordance with the provisions of Section 241 of the GCL.

IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be hereto affixed and this Certificate of Amendment to be signed by its Board of Directors as named in its Articles of Incorporation this 20<sup>th</sup> day of June, 1988.

KMG SERVICES, INC.

David L. Hatcher  
DAVID L. HATCHER, Director

Bobby D. Godfrey  
BOBBY D. GODFREY, Director

Maureen M. Gilroy  
MAUREEN M. GILROY, Director

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared David L. Hatcher, Director of KMG Services, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 20<sup>th</sup> day of June, 1988.

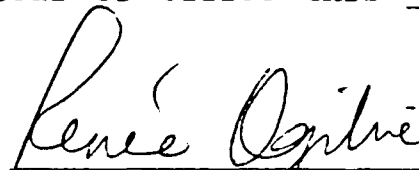
Renée Ogilvie  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires: 10-3-88

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby D. Godfrey, Director of KMG Services, Inc., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 20<sup>th</sup> day of June, 1988.

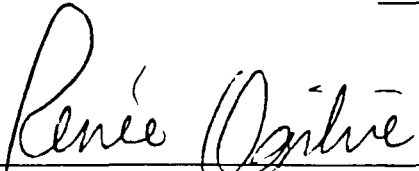
  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires: 10/3/88

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, on this day personally appeared Maureen M. Gilroy, Director of KMG Services, Inc., a Director corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 20<sup>th</sup> day of June, 1988.

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

My Commission Expires: 12/3/88

0688145  
WP0771



8678

State of Delaware

PAGE 1

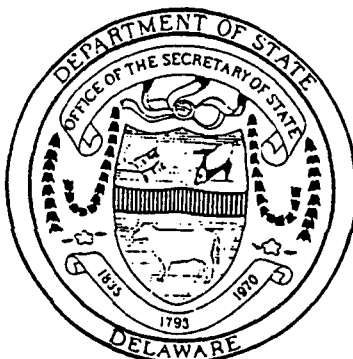


## Office of Secretary of State

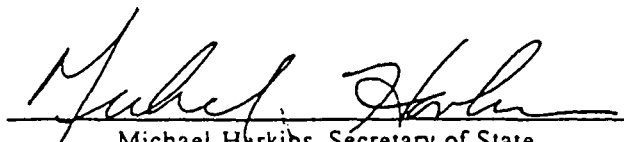
I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF KMG SERVICES, INC. FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JULY, A.D. 1991, AT 10 O'CLOCK A.M.

\* \* \* \* \*

PAULETTE SULLIVAN  
000000



721210155

  
Michael Harkins, Secretary of State

AUTHENTICATION: \*3126223

DATE: 07/30/1991

3 | 73732

58117760173

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION

KMG SERVICES, INC. (the "Company"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of the Company, resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolutions setting forth the proposed amendments are as follows:

RESOLVED: That the Corporation be and it is hereby authorized to amend paragraph First of its certificate of incorporation to read as set forth below:

First: The name of the Corporation is KMG-Bernuth, Inc.

RESOLVED FURTHER: That this Corporation be and it is hereby authorized to increase its authorized capital stock to 500,000 shares of common stock, \$0.01 par value; and

RESOLVED FURTHER: That the Corporation be and it is hereby authorized to amend paragraph Fourth of its certificate of incorporation to read as set forth below:

Fourth: The total number of shares of stock which the Corporation shall have authority to issue is 500,000 shares of Common Stock, one cent (\$0.01) par value.


Any action required to be taken by this Corporation at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents, in writing, setting forth the action so taken, shall be signed and delivered to the Corporation by the holders of outstanding stock having not less than the minimum number of votes

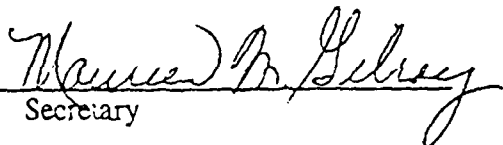
that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

SECOND: That thereafter, the foregoing resolutions were duly adopted pursuant to Section 228 of the General Corporation Law of Delaware by the unanimous written consent of stockholders holding all the outstanding shares of the capital stock of the Company, in lieu of a special meeting of the stockholders, the call to which was expressly waived.

THIRD: That said amendments were duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Company has caused this certificate to be signed by David L. Hatcher, its President, and Maureen Gilroy, its Secretary, on this the 23<sup>rd</sup> of May, 1991.

By:   
President

Attest:   
Secretary

## **ATTACHMENT B**

### **Response of KMG-Bernuth, Inc. ("Respondent") to a Request for Information Pursuant to Section 104 of CERCLA (42 U.S.C. Section 9604)**

- 1) Certificate of Merger of KMG Corp. into KMG Services, Inc. (July 15, 1988)
- 2) Certificate of Merger of Preservation Products, Inc. merging with and into KMG Services, Inc. (February 28, 1991)
- 3) Plan and Agreement of Merger between Preservation Products, Inc. and KMG Services, Inc. (February 27, 1991)
- 4) Bill and Sale and Assignment between Harwin Interests, Inc. and KMG Services, Inc. (December 3, 1991)
- 5) Certificate of Ownership which merges Harwin Interests, Inc. with and into KMG-Bernuth, Inc. (March 31, 1995)



**The State of Texas**  
**Secretary of State**

**CERTIFICATE OF MERGER**

**KMG SERVICES, INC.(DE NO PERMIT)**

**THE UNDERSIGNED, AS SECRETARY OF THE STATE OF TEXAS, HEREBY  
CERTIFIES THAT ARTICLES OF MERGER OF**

**KMG SERVICES CORP.  
A TEXAS CORPORATION**

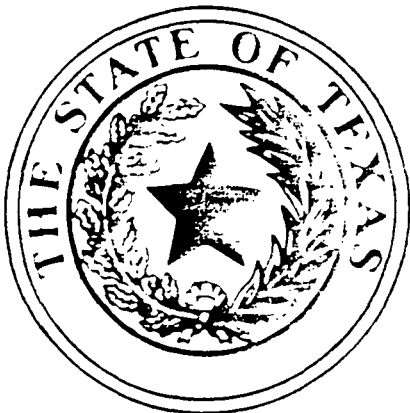
**INTO**

**KMG SERVICES, INC.(DE NO PERMIT)  
A NO PERMIT DELAWARE CORPORATION**

**HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.**

**ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY  
VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, ISSUES THIS  
CERTIFICATE OF MERGER AND ATTACHES HERETO A COPY OF THE ARTICLES OF  
MERGER.**

**DATED JULY 15, 1988**



  
Secretary of State

FILED  
In the Office of the  
Secretary of State of Texas  
JUL 15 1988  
Corporations Section

KMG SERVICES, INC.

ARTICLES OF MERGER OF  
DOMESTIC AND FOREIGN CORPORATIONS

Pursuant to the provisions of Article 5.07 of the Texas Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>NAME OF CORPORATION</u>	<u>STATE</u>
KMG SERVICES, INC.	Texas
KMG SERVICES, INC.	Delaware

2. The laws of the state under which such foreign corporation is organized permit such merger.

3. The name of the surviving corporation is KMG Services, Inc., and it is to be governed by the laws of the State of Delaware.

4. The Plan and Agreement of Merger attached hereto and hereby incorporated herein by reference was approved by the shareholders of both of the undersigned corporations in the manner prescribed by the Texas Business Corporation Act and the General Corporation Law of the State of Delaware.

5. As to each undersigned corporation, the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>
KMG SERVICES, INC., Delaware	1,000
KMG SERVICES, INC., Texas	63,000

6. As to each undersigned corporation, the number of shares voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Voted For</u>	<u>Votes Against</u>
KMG Services, Inc. (Delaware)	1,000	-0-
KMG Services, Inc. (Texas)	63,000	-0-

7. The street address of the registered or principal office of the surviving corporation in the state under whose laws it is governed is 1209 Orange Street, Wilmington, Delaware.

8. KMG Services, Inc., a Delaware corporation and the surviving corporation, hereby: (a) agrees that it may be served with process in the State of Texas in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Texas as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Texas Business Corporation Act with respect to the rights of dissenting shareholders.

Dated the 14th day of July, 1988.

KMG SERVICES, INC., a Texas  
corporation

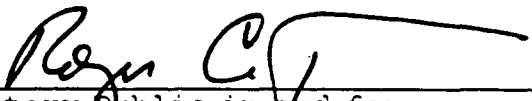
By Bobby D. Godfrey  
Bobby D. Godfrey, President

KMG SERVICES, INC., a Delaware  
corporation

By David L. Hatcher  
David L. Hatcher, President


THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

I, ROGER C. JACKSON, a notary public, do hereby certify that on this 14th day of July, 1988, personally appeared before me Bobby D. Godfrey, who, being by me first duly sworn, declared that he is the President of KMG Services, Inc., a Texas corporation, that he signed the foregoing document as President of the corporation and that the statements therein contained are true.

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas  
My commission expires: 1/15/90

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

I, ROGER C. JACKSON, a notary public, do hereby certify that on this 14th day of July, 1988, personally appeared before me David L. Hatcher, who, being by me first duly sworn, declared that he is the President of KMG Services, Inc., a Delaware corporation, that he signed the foregoing document as President of the corporation and that the statements therein contained are true.

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas  
My commission expires: 1/15/90

0688124  
WP0747



PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger dated July 14, 1988, pursuant to Article 5.07 of the Texas Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, by and between KMG Services, Inc., a Texas corporation (the "Texas Corporation"), and KMG Services, Inc., a Delaware corporation (the "Delaware Corporation"), such corporations being hereinafter collectively referred to as the "Constituent Corporations",

W I T N E S S E T H:

WHEREAS, the Delaware Corporation is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on January 22, 1988, and having an authorized capital stock of 100,000 shares which 1,000 shares are issued and outstanding; and

WHEREAS, the Texas Corporation is a corporation duly organized and existing under the laws of the State of Texas, having been incorporated on March 29, 1982, and having an authorized capital stock of 120,000 shares of common stock, no par value (the "Common Stock of the Texas Corporation"), of which 63,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Delaware Corporation and the Texas Corporation deem it advisable and for the best interests of said corporations that the Texas Corporation be merged with and into the Delaware Corporation as the surviving corporation as authorized by the statutes of the States

of Texas and Delaware under and pursuant to the terms and conditions hereinafter set forth, and each such Board has duly approved this Plan and Agreement of Merger (the "Plan"); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

#### ARTICLE I

##### Merger and Name of Surviving Corporation

At the Effective Time of the Merger, as hereinafter defined, the Texas Corporation shall be merged with and into the Delaware Corporation, which is hereby designated as the "Surviving Corporation", which shall not be a new corporation, which shall continue its corporate existence as a Delaware corporation to be governed by the laws of the State of Delaware, which shall continue to be named "KMG Services, Inc." and which shall maintain a registered office in the State of Delaware at 1209 Orange Street, Wilmington, Delaware.

## ARTICLE II

### Terms and Conditions of Merger

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Plan) as follows:

(a) At the Effective Time of the Merger:

(1) The Constituent Corporations shall be a single corporation, which shall be KMG Services, Inc., a Delaware corporation, the corporation designated herein as the Surviving Corporation.

(2) The separate existence of the Texas Corporation shall cease.

(3) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular, the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as

they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Specifically, but not by way of limitation, the Surviving Corporation shall be responsible and liable to dissenting stockholders of the Texas Corporation and any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of the Texas Corporation and its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals

and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Texas Corporation. The employees of the Texas Corporation shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of the Texas Corporation.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the merger.

(b) The Board of Directors, and the members thereof, and the officers of the Delaware Corporation immediately prior to the Effective Time of the Merger shall be and constitute the Board of Directors, and the members thereof, and the officers of the Surviving Corporation to serve in accordance with the by-laws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.

### ARTICLE III

#### Capitalization of Surviving Corporation And Manner and Basis of Converting Shares

The total authorized capital stock of the Surviving Corporation shall be as set forth in the Certificate of Incorporation of the Surviving Corporation, that is, 100,000 shares of common stock, \$.01 par value (the "Common Stock of the Surviving Corporation").

The manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and the manner of carrying the merger into effect are as follows:

(a) Each share of the Common Stock of the Texas Corporation outstanding at the Effective Time of the Merger shall be converted into one fully paid and nonassessable share of Common Stock of the Surviving Corporation, without any action on the part of the holder thereof. After the Effective Time of the Merger, each holder of an outstanding certificate which prior thereto represented shares of the Common Stock of the Texas Corporation shall be entitled, upon surrender thereof to any transfer agent for the Common Stock of the Surviving Corporation, to receive in exchange therefor a certificate or certificates representing the number of whole shares of Common Stock of the Surviving Corporation into which the shares of the Common Stock of the Texas Corporation so surrendered shall have been converted as aforesaid, of such denominations and registered in such names

as such holder may request. Until so surrendered, each such outstanding certificate which, prior to the Effective Time of the Merger, represented shares of the Common Stock of the Texas Corporation shall for all purposes evidence the ownership of the shares of Common Stock of the Surviving Corporation into which such shares shall have been so converted.

(b) All shares of Common Stock of the Surviving Corporation into which shares of the Common Stock of the Texas Corporation shall have been converted pursuant to this Article III shall be issued in full satisfaction of all rights pertaining to such converted shares.

(c) If any certificate for shares of capital stock of the Surviving Corporation is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange pay to the Surviving Corporation or any agent designated by it any transfer or other taxes required by reason of the issuance of a certificate for shares of capital stock of the Surviving Corporation in any name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the Surviving Corporation or any agent designated by it that such tax has been paid or is not payable.

(d) No fraction of a share of Common Stock of the Surviving Corporation shall be issued.

#### ARTICLE IV

##### Certificate of Incorporation and By-Laws

(a) The Certificate of Incorporation of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

(b) The by-laws of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the by-laws of the Surviving Corporation until amended in the manner provided by law.

#### ARTICLE V

##### Other Provisions with Respect to Merger

(a) This Plan shall be submitted to the stockholders of each Constituent Corporation as provided by the applicable laws of the States of Delaware and Texas. After the approval or adoption thereof by the stockholders of each Constituent Corporation in accordance with the requirements of the laws of the States of Delaware and Texas, all required documents shall be executed, filed and recorded and all required acts shall be done



in order to accomplish the merger under the provisions of the applicable statutes of the States of Texas and Delaware.

(b) This Plan may be terminated at any time prior to the Effective Time of the Merger, whether before or after action thereon by the stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

(c) Each Constituent Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the merger.

(d) The Surviving Corporation, from and after the Effective Time of the Merger, agrees that it may be sued and served with process in the State of Texas in any proceeding for the enforcement of any obligation of the Texas Corporation and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Texas Corporation against the Surviving Corporation. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Texas as its agent to accept service of process in any such proceeding. The Surviving Corporation will promptly pay to the dissenting stockholders of the Texas Corporation the amounts, if any, to which they shall be entitled under the Texas Business Corporation Act with respect to the rights of dissenting stockholders, provided such dissenters

act in strict compliance with the provisions of such Act governing rights of dissenting stockholders in case of a merger.

## ARTICLE VI

### Approval and Effective Time of the Merger

(a) The merger shall become effective when all the following actions shall have been taken:

(1) this Plan shall be adopted and approved on behalf of each Constituent Corporations in accordance with the General Corporation Law of the State of Delaware and the Texas Business Corporation Act,

(2) Articles of Merger (with this Plan attached as part thereof), setting forth the information required by, and executed and verified in accordance with, the Texas Business Corporation Act, shall be filed in the office of the Secretary of State of the State of Texas, and

(3) this Plan as so adopted and approved, when certified, executed and acknowledged in accordance with the General Corporation Law of the State of Delaware, shall be filed and recorded in the office of the Secretary of State of the State of Delaware (the particular time and date at which such filing and recording shall be accomplished being herein referred to as the "Effective Time of the Merger").

(b) The Surviving Corporation shall, pursuant to Section 103(c)(5) of the General Corporation Law of the State of Delaware, cause a duplicate copy of this Plan certified by the

Secretary of State of the State of Delaware, to be recorded in the office of the recorded of New Castle County, Delaware. The Surviving Corporation shall cause a copy of this Plan as filed in the State of Delaware and certified to by the public official having custody thereof to be filed with the Secretary of State of the State of Texas within 30 days after the Effective Time of the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of the Texas Corporation acquired or to be acquired by or as a result of the merger, the proper officers and directors of the Texas Corporation and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of the Texas Corporation or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan.

(c) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(d) This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware except insofar as the internal law of the State of Texas shall mandatorily apply to the merger.

(e) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the Delaware Corporation has caused this Plan to be signed an authorized officer and its corporate seal to \_\_\_\_\_ be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, and the Texas Corporation has caused this Plan, to be signed by an authorized officer and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, all on the date first above written.

TEXAS CORPORATION

KMG SERVICES, INC.

By: Bobby D. Godfrey  
Bobby D. Godfrey, President

DELAWARE CORPORATION

KMG SERVICES, INC.

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,  
Secretary

By: David L. Hatcher  
David L. Hatcher, President

The undersigned, Bobby D. Godfrey, as President of KMG Services, Inc., a corporation of the State of Texas, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of KMG Services, Inc., a corporation of the State of Delaware, was duly approved pursuant to Article 5.03 of the Texas Business Corporation Act by the vote of the holders of at least two-thirds of total number of the outstanding shares of the capital stock of KMG Services, Inc. who were entitled to vote upon the approval or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby approved as the act of the stockholders of KMG Services, Inc. and the duly approved agreement and act of said corporation.

14<sup>th</sup> WITNESS my hand and the seal of KMG Services Inc on this day of July, 1988.

Bobby D. Godfrey

The undersigned, Maureen M. Gilroy, as Secretary of KMG Services, Inc., a corporation of the State of Delaware, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of KMG Services, Inc., a corporation of the State of Texas, was duly approved pursuant to Sections 251 and 252 of the General Corporation Law of the State of Delaware by the vote of the holders of a majority of the outstanding stock of KMG Services, Inc. who were entitled to vote upon the adoption or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby adopted as the act of the stockholders of KMG Services, Inc., and the duly approved agreement and act of said corporation.

14<sup>th</sup> WITNESS my hand and the seal of KMG Services Inc on this day of July, 1988.

Maureen M. Gilroy  
Maureen M. Gilroy, Secretary

THE ABOVE PLAN AND AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been approved or adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware and the Texas Business Corporation Act, the authorized officer of each corporate party thereto does now hereby execute said Plan and Agreement of Merger and the Secretary of each corporate party thereto does now hereby attest said Plan and Agreement of Merger under the corporate seal by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 14th day of July, 1988.

TEXAS CORPORATION

KMG SERVICES, INC.

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,  
Secretary

By:

Bobby D. Godfrey  
Bobby D. Godfrey, President

DELAWARE CORPORATION

KMG SERVICES, INC.

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,

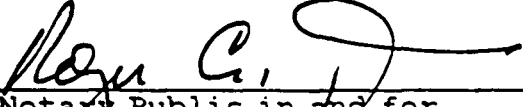
By:

David L. Hatcher  
David L. Hatcher, President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BE IT REMEMBERED that on this ~~14<sup>th</sup>~~ day of July, 1988, personally came before me, a Notary Public in and for the County and State aforesaid, David L. Hatcher, President of KMG Services, Inc., a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said President of KMG Services, Inc., as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said KMG Services, Inc., that the signatures of said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of KMG Services, Inc., that the facts stated therein are true and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas  
ROGER C. JACKSON  
My commission expires: 1/15/90

0688123  
WP0747

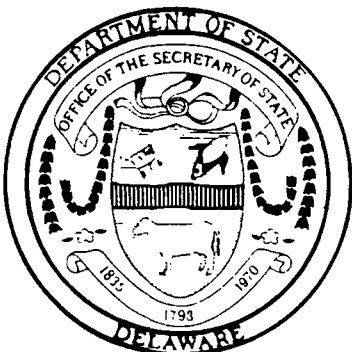


## Office of Secretary of State

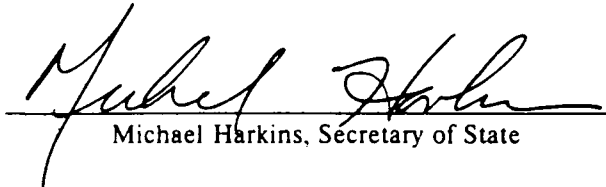
I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "KMG SERVICES, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, MERGING WITH AND INTO "KMG SERVICES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "KMG SERVICES, INC." AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF JULY, A.D. 1988, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY LAWS OF THE STATE OF DELAWARE.

|||||



888197019

  
Michael Harkins, Secretary of State

AUTHENTICATION: 11787995

DATE: 07/15/1988



JUL 15 1971

10 AM

KMG SERVICES, INC.

ARTICLES OF MERGER OF  
DOMESTIC AND FOREIGN CORPORATIONS

Pursuant to the provisions of Article 5.07 of the Texas Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>NAME OF CORPORATION</u>	<u>STATE</u>
KMG SERVICES, INC.	Texas
KMG SERVICES, INC.	Delaware

2. The laws of the state under which such foreign corporation is organized permit such merger.

3. The name of the surviving corporation is KMG Services, Inc., and it is to be governed by the laws of the State of Delaware.

4. The Plan and Agreement of Merger attached hereto and hereby incorporated herein by reference was approved by the shareholders of both of the undersigned corporations in the manner prescribed by the Texas Business Corporation Act and the General Corporation Law of the State of Delaware.

5. As to each undersigned corporation, the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>
KMG SERVICES, INC., Delaware	1,000
KMG SERVICES, INC., Texas	63,000

6. As to each undersigned corporation, the number of shares voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Voted For</u>	<u>Votes Against</u>
KMG Services, Inc. (Delaware)	1,000	-0-
KMG Services, Inc. (Texas)	63,000	-0-

7. The street address of the registered or principal office of the surviving corporation in the state under whose laws it is governed is 1209 Orange Street, Wilmington, Delaware.

8. KMG Services, Inc., a Delaware corporation and the surviving corporation, hereby: (a) agrees that it may be served with process in the State of Texas in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Texas as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Texas Business Corporation Act with respect to the rights of dissenting shareholders.

Dated the 14th day of July, 1988.

KMG SERVICES, INC., a Texas  
corporation

By Bobby D. Godfrey  
Bobby D. Godfrey, President

KMG SERVICES, INC., a Delaware  
corporation

By David L. Hatcher  
David L. Hatcher, President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

I, Maureen M. Gilroy, a notary public, do hereby certify that on this 14<sup>th</sup> day of July, 1988, personally appeared before me Bobby D. Godfrey, who, being by me first duly sworn, declared that he is the President of KMG Services, Inc., a Texas corporation, that he signed the foregoing document as President of the corporation and that the statements therein contained are true.

Maureen M. Gilroy  
Notary Public in and for 6-26-89  
the State of Texas  
MAUREEN M. GILROY.

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

I, Maureen M. Gilroy, a notary public, do hereby certify that on this 14<sup>th</sup> day of July, 1988, personally appeared before me David L. Hatcher, who, being by me first duly sworn, declared that he is the President of KMG Services, Inc., a Delaware corporation, that he signed the foregoing document as President of the corporation and that the statements therein contained are true.

Maureen M. Gilroy  
Notary Public in and for 6-26-89  
the State of Texas  
MAUREEN M. GILROY.

0688124  
WP0747

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger dated July 14, 1988, pursuant to Article 5.07 of the Texas Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, by and between KMG Services, Inc., a Texas corporation (the "Texas Corporation"), and KMG Services, Inc., a Delaware corporation (the "Delaware Corporation"), such corporations being hereinafter collectively referred to as the "Constituent Corporations",

### W I T N E S S E T H:

WHEREAS, the Delaware Corporation is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on January 22, 1988, and having an authorized capital stock of 100,000 shares which 1,000 shares are issued and outstanding; and

WHEREAS, the Texas Corporation is a corporation duly organized and existing under the laws of the State of Texas, having been incorporated on March 29, 1982, and having an authorized capital stock of 120,000 shares of common stock, no par value (the "Common Stock of the Texas Corporation"), of which 63,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Delaware Corporation and the Texas Corporation deem it advisable and for the best interests of said corporations that the Texas Corporation be merged with and into the Delaware Corporation as the surviving corporation as authorized by the statutes of the States

of Texas and Delaware under and pursuant to the terms and conditions hereinafter set forth, and each such Board has duly approved this Plan and Agreement of Merger (the "Plan"); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

#### ARTICLE I

##### Merger and Name of Surviving Corporation

At the Effective Time of the Merger, as hereinafter defined, the Texas Corporation shall be merged with and into the Delaware Corporation, which is hereby designated as the "Surviving Corporation", which shall not be a new corporation, which shall continue its corporate existence as a Delaware corporation to be governed by the laws of the State of Delaware, which shall continue to be named "KMG Services, Inc." and which shall maintain a registered office in the State of Delaware at 1209 Orange Street, Wilmington, Delaware.

## ARTICLE II

### Terms and Conditions of Merger

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Plan) as follows:

(a) At the Effective Time of the Merger:

(1) The Constituent Corporations shall be a single corporation, which shall be KMG Services, Inc., a Delaware corporation, the corporation designated herein as the Surviving Corporation.

(2) The separate existence of the Texas Corporation shall cease.

(3) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular, the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as

they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Specifically, but not by way of limitation, the Surviving Corporation shall be responsible and liable to dissenting stockholders of the Texas Corporation and any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of the Texas Corporation and its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals

and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Texas Corporation. The employees of the Texas Corporation shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of the Texas Corporation.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the merger.

(b) The Board of Directors, and the members thereof, and the officers of the Delaware Corporation immediately prior to the Effective Time of the Merger shall be and constitute the Board of Directors, and the members thereof, and the officers of the Surviving Corporation to serve in accordance with the by-laws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.



### ARTICLE III

#### Capitalization of Surviving Corporation And Manner and Basis of Converting Shares

The total authorized capital stock of the Surviving Corporation shall be as set forth in the Certificate of Incorporation of the Surviving Corporation, that is, 100,000 shares of common stock, \$.01 par value (the "Common Stock of the Surviving Corporation").

The manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and the manner of carrying the merger into effect are as follows:

(a) Each share of the Common Stock of the Texas Corporation outstanding at the Effective Time of the Merger shall be converted into one fully paid and nonassessable share of Common Stock of the Surviving Corporation, without any action on the part of the holder thereof. After the Effective Time of the Merger, each holder of an outstanding certificate which prior thereto represented shares of the Common Stock of the Texas Corporation shall be entitled, upon surrender thereof to any transfer agent for the Common Stock of the Surviving Corporation, to receive in exchange therefor a certificate or certificates representing the number of whole shares of Common Stock of the Surviving Corporation into which the shares of the Common Stock of the Texas Corporation so surrendered shall have been converted as aforesaid, of such denominations and registered in such names

as such holder may request. Until so surrendered, each such outstanding certificate which, prior to the Effective Time of the Merger, represented shares of the Common Stock of the Texas Corporation shall for all purposes evidence the ownership of the shares of Common Stock of the Surviving Corporation into which such shares shall have been so converted.

(b) All shares of Common Stock of the Surviving Corporation into which shares of the Common Stock of the Texas Corporation shall have been converted pursuant to this Article III shall be issued in full satisfaction of all rights pertaining to such converted shares.

(c) If any certificate for shares of capital stock of the Surviving Corporation is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange pay to the Surviving Corporation or any agent designated by it any transfer or other taxes required by reason of the issuance of a certificate for shares of capital stock of the Surviving Corporation in any name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the Surviving Corporation or any agent designated by it that such tax has been paid or is not payable.

(d) No fraction of a share of Common Stock of the Surviving Corporation shall be issued.

#### ARTICLE IV

##### Certificate of Incorporation and By-Laws

(a) The Certificate of Incorporation of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

(b) The by-laws of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the by-laws of the Surviving Corporation until amended in the manner provided by law.

#### ARTICLE V

##### Other Provisions with Respect to Merger

(a) This Plan shall be submitted to the stockholders of each Constituent Corporation as provided by the applicable laws of the States of Delaware and Texas. After the approval or adoption thereof by the stockholders of each Constituent Corporation in accordance with the requirements of the laws of the States of Delaware and Texas, all required documents shall be executed, filed and recorded and all required acts shall be done

in order to accomplish the merger under the provisions of the applicable statutes of the States of Texas and Delaware.

(b) This Plan may be terminated at any time prior to the Effective Time of the Merger, whether before or after action thereon by the stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

(c) Each Constituent Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the merger.

(d) The Surviving Corporation, from and after the Effective Time of the Merger, agrees that it may be sued and served with process in the State of Texas in any proceeding for the enforcement of any obligation of the Texas Corporation and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Texas Corporation against the Surviving Corporation. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Texas as its agent to accept service of process in any such proceeding. The Surviving Corporation will promptly pay to the dissenting stockholders of the Texas Corporation the amounts, if any, to which they shall be entitled under the Texas Business Corporation Act with respect to the rights of dissenting stockholders, provided such dissenters

act in strict compliance with the provisions of such Act governing rights of dissenting stockholders in case of a merger.

#### ARTICLE VI

##### Approval and Effective Time of the Merger

(a) The merger shall become effective when all the following actions shall have been taken:

(1) this Plan shall be adopted and approved on behalf of each Constituent Corporations in accordance with the General Corporation Law of the State of Delaware and the Texas Business Corporation Act,

(2) Articles of Merger (with this Plan attached as part thereof), setting forth the information required by, and executed and verified in accordance with, the Texas Business Corporation Act, shall be filed in the office of the Secretary of State of the State of Texas, and

(3) this Plan as so adopted and approved, when certified, executed and acknowledged in accordance with the General Corporation Law of the State of Delaware, shall be filed and recorded in the office of the Secretary of State of the State of Delaware (the particular time and date at which such filing and recording shall be accomplished being herein referred to as the "Effective Time of the Merger").

(b) The Surviving Corporation shall, pursuant to Section 103(c)(5) of the General Corporation Law of the State of Delaware, cause a duplicate copy of this Plan certified by the

Secretary of State of the State of Delaware, to be recorded in the office of the recorded of New Castle County, Delaware. The Surviving Corporation shall cause a copy of this Plan as filed in the State of Delaware and certified to by the public official having custody thereof to be filed with the Secretary of State of the State of Texas within 30 days after the Effective Time of the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of the Texas Corporation acquired or to be acquired by or as a result of the merger, the proper officers and directors of the Texas Corporation and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of the Texas Corporation or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan.

(c) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(d) This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware except insofar as the internal law of the State of Texas shall mandatorily apply to the merger.

(e) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the Delaware Corporation has caused this Plan to be signed an authorized officer and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, and the Texas Corporation has caused this Plan, to be signed by an authorized officer and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, all on the date first above written.

TEXAS CORPORATION

KMG SERVICES, INC.

By: Bobby D. Godfrey  
Bobby D. Godfrey, President

DELAWARE CORPORATION

KMG SERVICES, INC.

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,  
Secretary

By: David L. Hatcher  
David L. Hatcher, President

The undersigned, Bobby D. Godfrey, as President of KMG Services, Inc., a corporation of the State of Texas, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of KMG Services, Inc., a corporation of the State of Delaware, was duly approved pursuant to Article 5.03 of the Texas Business Corporation Act by the vote of the holders of at least two-thirds of total number of the outstanding shares of the capital stock of KMG Services, Inc. who were entitled to vote upon the approval or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby approved as the act of the stockholders of KMG Services, Inc. and the duly approved agreement and act of said corporation.

WITNESS my hand and the seal of KMG Services Inc on this 14th day of July, 1988.

Bobby D. Godfrey

The undersigned, Maureen M. Gilroy, as Secretary of KMG Services, Inc., a corporation of the State of Delaware, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of KMG Services, Inc., a corporation of the State of Texas, was duly approved pursuant to Sections 251 and 252 of the General Corporation Law of the State of Delaware by the vote of the holders of a majority of the outstanding stock of KMG Services, Inc. who were entitled to vote upon the adoption or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby adopted as the act of the stockholders of KMG Services, Inc., and the duly approved agreement and act of said corporation.

WITNESS my hand and the seal of KMG Services Inc on this 14th day of July, 1988.

Maureen M. Gilroy  
Maureen M. Gilroy, Secretary




THE ABOVE PLAN AND AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been approved or adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware and the Texas Business Corporation Act, the authorized officer of each corporate party thereto does now hereby execute said Plan and Agreement of Merger and the Secretary of each corporate party thereto does now hereby attest said Plan and Agreement of Merger under the corporate seal by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 14th day of July, 1988.

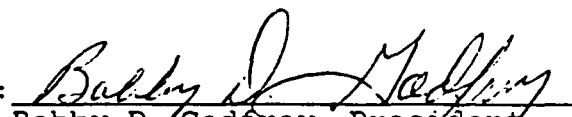
TEXAS CORPORATION

KMG SERVICES, INC.

ATTEST:

  
Maureen M. Gilroy,  
Secretary


By:

  
Bobby D. Godfrey, President

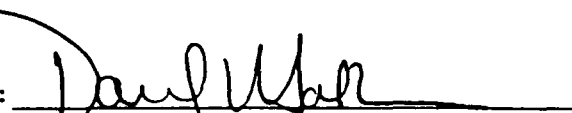
DELAWARE CORPORATION

KMG SERVICES, INC.

ATTEST:

  
Maureen M. Gilroy,

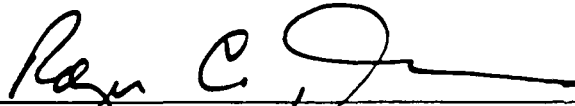
By:

  
David L. Hatcher, President

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS     §

BE IT REMEMBERED that on this ~~14th~~ day of July, 1988, personally came before me, a Notary Public in and for the County and State aforesaid, Bobby D. Godfrey, President of KMG Services, Inc., a corporation of the State of Texas and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said President of KMG Services, Inc., as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said KMG Services, Inc., that the signatures of said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of KMG Services, Inc., that the facts stated therein are true and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.


  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

ROBERT C. JACKSON  
My Commission Expires: 1/15/90

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BE IT REMEMBERED that on this 4<sup>th</sup> day of July, 1988, personally came before me, a Notary Public in and for the County and State aforesaid, David L. Hatcher, President of KMG Services, Inc., a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said President of KMG Services, Inc., as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said KMG Services, Inc., that the signatures of said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of KMG Services, Inc., that the facts stated therein are true and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas  
Roger C. Jackson  
My commission expires 11/5/90

0688123  
WP0747

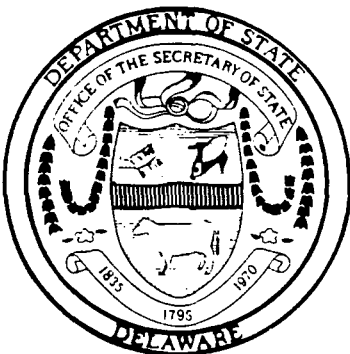


## Office of Secretary of State


I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "IDACON, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, MERGING WITH AND INTO "IDACON, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "IDACON, INC." AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF JULY, A.D. 1988, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY LAWS OF THE STATE OF DELAWARE.

! ! ! ! ! ! ! ! ! !



888197020

  
Michael Harkins, Secretary of State

AUTHENTICATION: 11788044

DATE: 07/15/1988

FILED

JUL 15 1966

10A

4/2/66

IDACON, INC.

ARTICLES OF MERGER OF  
DOMESTIC AND FOREIGN CORPORATIONS

Pursuant to the provisions of Article 11.35 of the Illinois Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>NAME OF CORPORATION</u>	<u>STATE</u>
IDACON, INC.	Illinois
IDACON, INC.	Delaware

2. The laws of the state under which such foreign corporation is organized permit such merger.

3. The name of the surviving corporation is Idacon, Inc., and it is to be governed by the laws of the State of Delaware.

4. The Plan and Agreement of Merger attached hereto and hereby incorporated herein by reference was approved by the shareholders of both of the undersigned corporations in the manner prescribed by the Illinois Business Corporation Act and the General Corporation Law of the State of Delaware.

5. As to each undersigned corporation, the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>
IDACON, INC., Delaware	1,000
IDACON, INC., Illinois	12,820

6. As to each undersigned corporation, the number of shares voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Voted For</u>	<u>Votes Against</u>
IDACON, INC. (Delaware)	1,000	-0-
IDACON, INC. (Illinois)	12,820	-0-

7. The street address of the registered or principal office of the surviving corporation in the state under whose laws it is governed is 1209 Orange Street, Wilmington, Delaware.

8. Idacon, Inc., a Delaware corporation and the surviving corporation, hereby: (a) agrees that it may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Illinois as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Illinois Business Corporation Act with respect to the rights of dissenting shareholders.

Dated the 14 day of July, 1988.

IDACON, INC., a Illinois  
corporation

By David L. Hatcher  
David L. Hatcher, President

IDACON, INC., a Delaware  
corporation

By David L. Hatcher  
David L. Hatcher, President

THE STATE OF TEXAS     §  
                                   §  
COUNTY OF HARRIS     §

I, Maureen M. Gilroy, a notary public, do hereby certify that on this 14<sup>th</sup> day of July, 1988, personally appeared before me David L. Hatcher, who, being by me first duly sworn, declared that he is the President of Idacon, Inc., a Illinois corporation, that he signed the foregoing document as President of the corporation and that the statements therein contained are true.

Maureen M. Gilroy  
Notary Public in and for  
the State of Texas 6-26-89  
MAUREEN M. GILROY

THE STATE OF TEXAS     §  
                                   §  
COUNTY OF HARRIS     §

I, Maureen M. Gilroy, a notary public, do hereby certify that on this 14<sup>th</sup> day of July, 1988, personally appeared before me David L. Hatcher, who, being by me first duly sworn, declared that he is the President of Idacon, Inc., a Delaware corporation, that he signed the foregoing document as President of the corporation and that the statements therein contained are true.

Maureen M. Gilroy  
Notary Public in and for  
the State of Texas 6-26-89  
MAUREEN M. GILROY

0688179  
WP0747

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger dated July 14, 1988, pursuant to Section 252 of the Delaware General Corporation Law and Section 11.35 of the Illinois Business Corporation Law, by and between Idacon, Inc., a Illinois corporation (the "Illinois Corporation"), and Idacon, Inc., a Delaware corporation (the "Delaware Corporation"), such corporations being hereinafter collectively referred to as the "Constituent Corporations",

### W I T N E S S E T H:

WHEREAS, the Illinois Corporation is a corporation duly organized and existing under the laws of the State of Illinois, having been incorporated on October 27, 1961, and having an authorized capital stock of 85,000 shares of common stock, \$.50 par value, of which 12,820 shares are issued and outstanding; and

WHEREAS, the Delaware Corporation is a corporation duly organized and existing under the laws of the State of Texas, having been incorporated on January 22, 1988, and having an authorized capital stock of 100,000 shares of common stock, \$.01 par value (the "Common Stock of the Texas Corporation"), of which 1,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Delaware Corporation and the Illinois Corporation deem it advisable and for the best interests of said corporations that the Illinois Corporation be merged with and into the Delaware Corporation as the surviving corporation as authorized by the statutes of the



States of Illinois and Delaware under and pursuant to the terms and conditions hereinafter set forth, and each such Board has duly approved this Plan and Agreement of Merger (the "Plan"); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

#### ARTICLE I

##### Merger and Name of Surviving Corporation

At the Effective Time of the Merger, as hereinafter defined, the Illinois Corporation shall be merged with and into the Delaware Corporation, which is hereby designated as the "Surviving Corporation", which shall not be a new corporation, which shall continue its corporate existence as a Delaware corporation to be governed by the laws of the State of Delaware, which shall continue to be named "Idacon, Inc." and which shall

maintain a registered office in the State of Delaware at 1209 Orange Street, Wilmington, Delaware.

## ARTICLE II

### Terms and Conditions of Merger

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Plan) as follows:

(a) At the Effective Time of the Merger:

(1) The Constituent Corporations shall be a single corporation, which shall be Idacon, Inc., a Delaware corporation, the corporation designated herein as the Surviving Corporation.

(2) The separate existence of the Illinois Corporation shall cease.

(3) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular, the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises,

and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Specifically, but not by way of limitation, the Surviving Corporation shall be responsible and liable to dissenting stockholders of the Illinois Corporation and any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of the Illinois Corporation and its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective

immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Illinois Corporation. The employees of the Illinois Corporation shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of the Illinois Corporation.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the merger.

(b) The Board of Directors, and the members thereof, and the officers of the Delaware Corporation immediately prior to the Effective Time of the Merger shall be and constitute the Board of Directors, and the members thereof, and the officers of the Surviving Corporation to serve in accordance with the by-laws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.

### ARTICLE III

#### Capitalization of Surviving Corporation And Manner and Basis of Converting Shares

The total authorized capital stock of the Surviving Corporation shall be as set forth in the Certificate of Incorporation of the Surviving Corporation, that is, 100,000 shares of common stock, \$.01 par value (the "Common Stock of the Surviving Corporation").

The manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and the manner of carrying the merger into effect are as follows:

(a) Each share of the Common Stock of the Illinois Corporation outstanding at the Effective Time of the Merger shall be converted into one fully paid and nonassessable share of Common Stock of the Surviving Corporation, without any action on the part of the holder thereof. After the Effective Time of the Merger, each holder of an outstanding certificate which prior thereto represented shares of the Common Stock of the Illinois Corporation shall be entitled, upon surrender thereof to any transfer agent for the Common Stock of the Surviving Corporation, to receive in exchange therefor a certificate or certificates representing the number of whole shares of Common Stock of the Surviving Corporation into which the shares of the Common Stock of the Illinois Corporation so surrendered shall have been

converted as aforesaid, of such denominations and registered in such names as such holder may request. Until so surrendered, each such outstanding certificate which, prior to the Effective Time of the Merger, represented shares of the Common Stock of the Illinois Corporation shall for all purposes evidence the ownership of the shares of Common Stock of the Surviving Corporation into which such shares shall have been so converted.

(b) All shares of Common Stock of the Surviving Corporation into which shares of the Common Stock of the Illinois Corporation shall have been converted pursuant to this Article III shall be issued in full satisfaction of all rights pertaining to such converted shares.

(c) If any certificate for shares of capital stock of the Surviving Corporation is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange pay to the Surviving Corporation or any agent designated by it any transfer or other taxes required by reason of the issuance of a certificate for shares of capital stock of the Surviving Corporation in any name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the Surviving Corporation or any

agent designated by it that such tax has been paid or is not payable.

(d) No fraction of a share of Common Stock of the Surviving Corporation shall be issued.

#### ARTICLE IV

##### Certificate of Incorporation and By-Laws

(a) The Certificate of Incorporation of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

(b) The by-laws of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the by-laws of the Surviving Corporation until amended in the manner provided by law.

#### ARTICLE V

##### Other Provisions with Respect to Merger

(a) This Plan shall be submitted to the stockholders of each Constituent Corporation as provided by the applicable laws of the States of Delaware and Illinois. After the approval or adoption thereof by the stockholders of each Constituent Corporation in accordance with the requirements of the laws of the States of Delaware and Illinois, all required documents shall be

executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of the States of Illinois and Delaware.

(b) This Plan may be terminated at any time prior to the Effective Time of the Merger, whether before or after action thereon by the stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

(c) Each Constituent Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the merger.

(d) The Surviving Corporation, from and after the Effective Time of the Merger, agrees that it may be sued and served with process in the State of Illinois in any proceeding for the enforcement of any obligation of the Illinois Corporation and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Illinois Corporation against the Surviving Corporation. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Illinois as its agent to accept service of process in any such proceeding. The Surviving Corporation will promptly pay to the dissenting stockholders of the Illinois Corporation the amounts, if any, to which they shall be entitled under the Illinois Business Corporation Act with



respect to the rights of dissenting stockholders, provided such dissenters act in strict compliance with the provisions of such Act governing rights of dissenting stockholders in case of a merger.

## ARTICLE VI

### Approval and Effective Time of the Merger

(a) The merger shall become effective when all the following actions shall have been taken:

(1) this Plan shall be adopted and approved on behalf of each Constituent Corporations in accordance with the General Corporation Law of the State of Delaware and the Illinois Business Corporation Act,

(2) Articles of Merger (with this Plan attached as part thereof), setting forth the information required by, and executed and verified in accordance with, the Illinois Business Corporation Act, shall be filed in the office of the Secretary of State of the State of Illinois, and

(3) this Plan as so adopted and approved, when certified, executed and acknowledged in accordance with the General Corporation Law of the State of Delaware, shall be filed and recorded in the office of the Secretary of State of the State of Delaware (the particular time and date at which such filing and recording shall be accomplished being herein referred to as the "Effective Time of the Merger").

(b) The Surviving Corporation shall, pursuant to Section 103(c)(5) of the General Corporation Law of the State of Delaware, cause a duplicate copy of this Plan certified by the Secretary of State of the State of Delaware, to be recorded in the office of the recorded of New Castle County, Delaware. The Surviving Corporation shall cause a copy of this Plan as filed in the State of Delaware and certified to by the public official having custody thereof to be filed with the Secretary of State of the State of Illinois within 30 days after the Effective Time of the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of the Illinois Corporation acquired or to be acquired by or as a result of the merger, the proper officers and directors of the Illinois Corporation and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of the Illinois Corporation or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan.

(c) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts

hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(d) This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware except insofar as the internal law of the State of Illinois shall mandatorily apply to the merger.

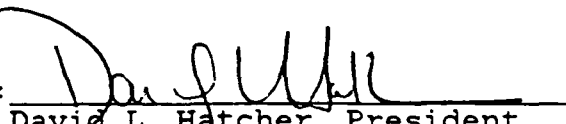
(e) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the Delaware Corporation has caused this Plan to be signed an authorized officer and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, and the Illinois Corporation has caused this Plan, to be signed by an authorized officer and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, all on the date first above written.

ILLINOIS CORPORATION

IDACON, INC.

By:

  
David L. Hatcher, President

DELAWARE CORPORATION

IDAICON, INC.

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,  
Secretary

By: David L. Hatcher  
David L. Hatcher, President

The undersigned, David L. Hatcher, as President of Idacon, Inc., a corporation of the State of Illinois, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of Idacon, Inc., a corporation of the State of Illinois, was duly approved pursuant to Article 11.35 of the Illinois Business Corporation Act by the vote of the holders of at least two-thirds of total number of the outstanding shares of the capital stock of Idacon, Inc. who were entitled to vote upon the approval or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby approved as the act of the stockholders of Idacon, Inc. and the duly approved agreement and act of said corporation.

14th WITNESS my hand and the seal of Idacon Inc. on this  
day of July, 1988.

David L. Hatcher

The undersigned, Maureen M. Gilroy, as Secretary of Idacon, Inc., a corporation of the State of Delaware, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of Idacon, Inc., a corporation of the State of Illinois, was duly approved pursuant to Sections 251 and 252 of the General Corporation Law of the State of Delaware by the vote of the holders of a majority of the outstanding stock of Idacon, Inc. who were entitled to vote upon the adoption or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby adopted as the act of the stockholders of Idacon, Inc., and the duly approved agreement and act of said corporation.

WITNESS my hand and the seal of IDACON, INC. on this 14<sup>th</sup> day of July, 1988.

Maureen M. Gilroy  
Maureen M. Gilroy, Secretary

THE ABOVE PLAN AND AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been approved or adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware and the Illinois Business Corporation Act, the authorized officer of each corporate party thereto does now hereby execute said Plan and Agreement of Merger and the Secretary of each corporate party thereto does now hereby attest said Plan and Agreement of Merger under the corporate seal by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 14 day of July, 1988.

ILLINOIS CORPORATION

IDACON, INC.

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,  
Secretary

By: David L. Hatcher  
David L. Hatcher, President

DELAWARE CORPORATION

IDACON, INC.

ATTEST:

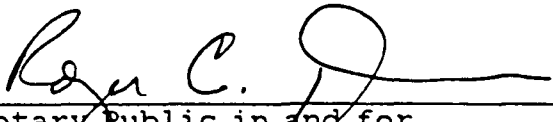
Maureen M. Gilroy  
Maureen M. Gilroy,

By: David L. Hatcher  
David L. Hatcher, President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BE IT REMEMBERED that on this 14<sup>th</sup> day of July, 1988, personally came before me, a Notary Public in and for the County and State aforesaid, David L. Hatcher, President of Idacon, Inc., a corporation of the State of Illinois and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said President of Idacon, Inc., as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said Idacon, Inc., that the signatures of said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of Idacon, Inc., that the facts stated therein are true and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

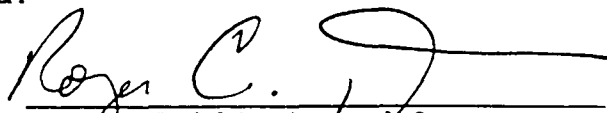
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas  
ROGER C. JACKSON  
My COMMISSION expires 1/15/90

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BE IT REMEMBERED that on this 14<sup>th</sup> day of July, 1988, personally came before me, a Notary Public in and for the County and State aforesaid, David L. Hatcher, President of Idacon, Inc., a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said President of Idacon, Inc., as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said Idacon, Inc., that the signatures of said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of Idacon, Inc., that the facts stated therein are true and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

ROGER C. JACKSON  
My Commission Expires 1/15/90

0688180  
WPO747

State of Delaware



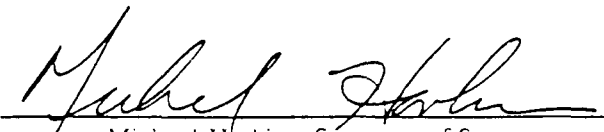
## Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER OF "PRESERVATION PRODUCTS, INC." MERGING WITH AND INTO "KMG SERVICES, INC." UNDER THE NAME OF "KMG SERVICES, INC." AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 1991, AT 4 O'CLOCK P.M.

\* \* \* \* \*



721063086

  
Michael Harkins, Secretary of State

AUTHENTICATION:

\*2973942

DATE:

03/04/1991



**CERTIFICATE OF MERGER OF  
DOMESTIC CORPORATIONS**

(Preservation Products, Inc. into KMG Services, Inc.)

Pursuant to Section 251 of the General Corporation Law of the State of Delaware, the undersigned domestic corporation does hereby certify:

1. The name and the state of incorporation of each of the constituent corporations of the merger is:

<u>NAME OF CORPORATIONS</u>	<u>STATE</u>
Preservation Products, Inc.	Delaware
KMG Services, Inc.	Delaware

2. A plan and agreement of merger has been approved, adopted, certified, executed and acknowledged by the constituent corporations in the manner prescribed by Section 251 of the General Corporation Law of the State of Delaware.

3. The name of the surviving corporation is KMG Services, Inc.

4. The certificate of incorporation of KMG Services, Inc., the surviving corporation, shall be the certificate of incorporation of the surviving corporation.

5. The executed plan and agreement of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 10611 Harwin, Suite 402, Houston, Texas 77036.

6. A copy of the plan and agreement of merger will be furnished by the surviving corporation, on request and without cost to any stockholder of any constituent corporation.

7. This Certificate of Merger shall be effective on the close of business of February 28, 1991.

Dated the 27<sup>th</sup> day of February, 1991.

ATTEST:

KMG SERVICES, INC., a Delaware  
corporation

Maureen M. Gilroy BY Bobby D. Godfrey  
Maureen M. Gilroy, Secretary Bobby D. Godfrey, Vice President  
(Corporate Seal)

1290176.DOC  
WP1014  
02/20/91/1115a-b1

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Plan") dated February 27, 1991, is entered into pursuant to Section 251 of the Delaware General Corporation Law, by and between Preservation Products, Inc., a Delaware corporation ("PPI"), and KMG Services, Inc., a Delaware corporation ("KMG" or, alternatively the "Surviving Corporation"), such corporations being hereinafter collectively referred to as the "Constituent Corporations".

W I T N E S S E T H:

WHEREAS, PPI is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on September 12, 1984 (under the name DLH INCORPORATED), and having an authorized capital stock of 600,000 shares of common stock, \$.10 par value, of which 455,000 shares are issued and outstanding (and 5,000 shares are held as treasury shares by PPI); and

WHEREAS, KMG is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on January 22, 1988, and having an authorized capital stock of 100,000 shares of common stock, \$.01 par value, of which 63,000 shares are issued and outstanding; and

WHEREAS, Harwin Interests, Inc., a Delaware corporation ("Harwin"), is the owner and holder of 425,000 shares of the issued and outstanding common stock of PPI and the owner and holder of all the issued and outstanding common stock of KMG; and

WHEREAS, the respective Boards of Directors of KMG and PPI deem it advisable and for the best interests of said corporations that PPI be merged with and into KMG as the surviving corporation as authorized by the statutes of the State of Delaware under and pursuant to the terms and conditions hereinafter set forth, and each such Board has duly approved the Plan;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the consideration which holders of shares of PPI are to receive in exchange for, or upon conversion of such shares and the surrender of any certificates evidencing them, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

#### ARTICLE I

##### Merger and Name of Surviving Corporation

At the Effective Time, as hereinafter defined, PPI shall be merged with and into KMG, the separate corporate existence of PPI shall cease, KMG shall be the surviving corporation and continue its corporate existence as a Delaware corporation to be governed

by the laws of the State of Delaware under the name "KMG Services, Inc." KMG shall maintain a registered office in the State of Delaware at 1209 Orange Street, Wilmington, Delaware.

## ARTICLE II

### Terms and Conditions of Merger

(a) At the Effective Time:

(1) The Constituent Corporations shall be a single corporation, which shall be KMG Services, Inc., a Delaware corporation.

(2) The separate existence of PPI shall cease.

(3) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular, the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and

the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Specifically, but not by way of limitation, the Surviving Corporation shall be responsible and liable to dissenting stockholders of PPI and any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of PPI and its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and

binding thereon as the same were with respect to PPI. The employees of PPI shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of PPI.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the merger.

(b) The Board of Directors, the members thereof, and the officers of KMG immediately prior to the Effective Time shall be and constitute the Board of Directors, and the members thereof, and the officers of the Surviving Corporation to serve in accordance with the by-laws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.

### ARTICLE III

#### Capitalization of Surviving Corporation And Manner and Basis of Converting Shares

(a) The total authorized capital stock of the Surviving Corporation shall be as set forth in the Certificate of

Incorporation of the Surviving Corporation, that is, 100,000 shares of common stock, \$.01 par value.

(b) At the Effective Time, by virtue of the merger and without any action on the part of the Constituent Corporations or any holder of any securities of the Constituent Corporations, each share of common stock of PPI which is issued and outstanding immediately prior to the Effective Time (other than shares to be cancelled pursuant to subparagraph (c) of Article III and Dissenting Shares (hereinafter defined)), shall by virtue of the merger and without any action on the part of the holder thereof be cancelled and extinguished and be converted into the right to receive an amount of cash equal to \$1.73 per share ("Merger Consideration"), without any interest thereon.

(c) Each share of common stock of PPI which is issued and outstanding immediately prior to the Effective Time and held by Harwin, or which is held in the treasury of PPI or any of its subsidiaries, shall be cancelled and retired and no payment shall be made with respect thereto.

(d) Notwithstanding anything in this Plan to the contrary, shares of common stock of PPI which were issued and outstanding immediately prior to the Effective Time and held by holders who did not vote in favor of the merger and who comply with all the relevant provisions of Delaware law ("Dissenting Shares"), shall not be converted into the right to receive the Merger Consideration, unless and until such holder shall have failed to



perfect or shall have effectively withdrawn or lost their rights to appraisal. If, after the Effective Time any such holder fails to perfect or withdraws or otherwise loses such right, each of such holder's shares shall thereupon be deemed to have been converted into the right to receive, as of the Effective Time, the Merger Consideration, without any interest thereon. PPI shall give KMG prompt notice of any demands received by PPI for appraisal of shares. Prior to the Effective Time, PPI shall not, except with the prior written consent of KMG, make any payment with respect to or settle or offer to settle any such demands.

(e) Promptly after the Effective Time, KMG shall cause to be mailed and/or make available to each record holder of shares of common stock of PPI as of the Effective Time (other than those described in subparagraph (c) of this Article III), a certificate or certificates (the "Certificates"), a notice and letter of transmittal (which shall specify that delivery shall be effected, and risk of loss of title to the Certificates shall pass, only upon proper deliver of the Certificates to KMG) and instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration. As promptly as practicable after surrender to KMG of a Certificate, together with such letter of transmittal due to be executed and completed in accordance with the instructions thereon, the holder of such Certificate shall be paid in exchange therefor cash in an amount equal to the product of the number of shares represented by such

Certificate multiplied by the Merger Consideration, and such Certificate shall forthwith be cancelled. No interest shall be paid or accrued in respect of the Merger Consideration. If payment is to be made to person other than the person in whose name the Certificate surrendered is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment shall pay any transfer or other taxes by reason of the payment to a person other than the registered holder of the surrendered Certificate or established to the satisfaction of the Surviving Corporation that such tax has been paid or is not applicable. Until surrendered in accordance with the provisions of this section, each Certificate shall represent for all purposes solely the right to receive the Merger Consideration, without any interest thereon.

(f) After the Effective Time there shall be no transfers of shares of PPI in the stock transfer books of the Surviving Corporation. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be cancelled or exchanged for cash as provided in this Article, subject to applicable law in the case of Dissenting Shares.

#### ARTICLE IV

##### Certificate of Incorporation and By-Laws

(a) The Certificate of Incorporation of KMG as existing and constituted immediately prior to the Effective Time shall, upon

the merger's becoming effective, be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

(b) The bylaws of KMG as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the bylaws of the Surviving Corporation until amended in the manner provided by law.

#### ARTICLE V

##### Other Provisions with Respect to Merger

(a) This Plan shall be submitted to the stockholders of each Constituent Corporation as provided by the applicable laws of the State of Delaware. After the approval or adoption thereof by the stockholders of each Constituent Corporation in accordance with the requirements of the laws of the State of Delaware, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of the State of Delaware.

(b) This Plan may be terminated at any time prior to the Effective Time, whether before or after action thereon by the stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

(c) Each Constituent Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the merger.

## ARTICLE VI

### Approval and Effective Time of the Merger

(a) The merger shall become effective ("Effective Time") upon the filing of a duly executed certificate of merger in compliance with the laws of the State of Delaware, providing that the certificate of merger may provide that the merger is to become effective on any day selected by the Board of Directors of the Surviving Corporation within ninety (90) days of the filing of the certificate.

(b) The Surviving Corporation shall, pursuant to Section 103(c)(5) of the General Corporation Law of the State of Delaware, cause a duplicate copy of the certificate, certified by the Secretary of State of the State of Delaware, to be recorded in the office of the recorded of New Castle County, Delaware.

(c) If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of PPI acquired or to be acquired by or as a result of the merger, the proper officers and

directors of PPI and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of PPI or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan.

(d) Any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(e) This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

(f) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Plan to be signed by authorized officers and attested to pursuant to

authorization contained in resolutions adopted by their respective Boards of Directors approving this Plan, all on the date first above written.

Preservation Products, Inc.

ATTEST:

Maureen M. Gilroy Secretary By: David L. Hatcher  
Maureen M. Gilroy, David L. Hatcher, President  
Secretary

[Corporate Seal]

KMG Services, Inc.

ATTEST:

Maureen M. Gilroy Secretary By: Bobby D. Godfrey  
Maureen M. Gilroy, Bobby D. Godfrey,  
Secretary Vice President

[Corporate Seal]

[Certificates of Secretary of Constituent Corporations  
to be attached]

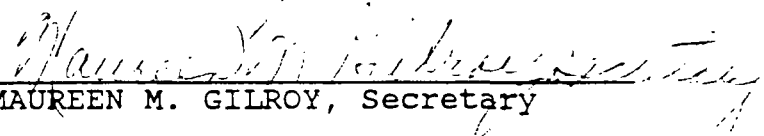
1290179.DOC  
WP1014  
02/20/91/1120a-b1

CERTIFICATE OF SECRETARY

(KMG Services, Inc.)

I, Maureen M. Gilroy, Secretary of KMG Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Preservation Products, Inc., a corporation of the State of Delaware, was duly adopted pursuant to Section 228 of the General Corporation Laws of Delaware by the unanimous written consent of the stockholders holding 63,000 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, and written notice of adoption of the Plan and Agreement of Merger has been given as provided in Section 228 of the General Corporation Law of Delaware to every stockholder entitled to such notice, which Plan and Agreement of Merger was thereby adopted as the act of the stockholders of said KMG Services, Inc., and the duly adopted agreement and act of the said corporation.

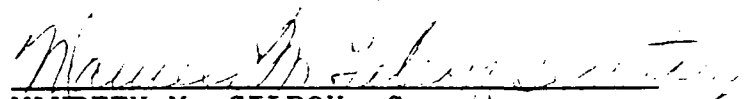
WITNESS my hand on this 28<sup>th</sup> day of February, 1991.

  
MAUREEN M. GILROY, Secretary

CERTIFICATE OF SECRETARY  
(Preservation Products, Inc.)

I, Maureen M. Gilroy, Secretary of Preservation Products, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of KMG Services, Inc., a corporation of the State of Delaware, was duly adopted pursuant to Section 228 of the General Corporation Law of Delaware by the written consent of the stockholders holding 425,000 shares of the capital stock of the corporation, same being (93 percentum) of the shares issued and outstanding having voting power, and written notice of adoption of the Plan and Agreement of Merger has been given as provided in Section 228 of the General Corporation Law of Delaware to every stockholder entitled to such notice, which Plan and Agreement of Merger was thereby adopted as the act of the stockholders of said Preservation Products, Inc., and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 28<sup>th</sup> day of February, 1991.

  
MAUREEN M. GILROY, Secretary



PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Plan") dated February 27, 1991, is entered into pursuant to Section 251 of the Delaware General Corporation Law, by and between Preservation Products, Inc., a Delaware corporation ("PPI"), and KMG Services, Inc., a Delaware corporation ("KMG" or, alternatively the "Surviving Corporation"), such corporations being hereinafter collectively referred to as the "Constituent Corporations".

W I T N E S S E T H:

WHEREAS, PPI is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on September 12, 1984 (under the name DLH INCORPORATED), and having an authorized capital stock of 600,000 shares of common stock, \$.10 par value, of which 455,000 shares are issued and outstanding (and 5,000 shares are held as treasury shares by PPI); and

WHEREAS, KMG is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on January 22, 1988, and having an authorized capital stock of 100,000 shares of common stock, \$.01 par value, of which 63,000 shares are issued and outstanding; and

WHEREAS, Harwin Interests, Inc., a Delaware corporation ("Harwin"), is the owner and holder of 425,000 shares of the issued and outstanding common stock of PPI and the owner and holder of all the issued and outstanding common stock of KMG; and

WHEREAS, the respective Boards of Directors of KMG and PPI deem it advisable and for the best interests of said corporations that PPI be merged with and into KMG as the surviving corporation as authorized by the statutes of the State of Delaware under and pursuant to the terms and conditions hereinafter set forth, and each such Board has duly approved the Plan;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the consideration which holders of shares of PPI are to receive in exchange for, or upon conversion of such shares and the surrender of any certificates evidencing them, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

#### ARTICLE I

##### Merger and Name of Surviving Corporation

At the Effective Time, as hereinafter defined, PPI shall be merged with and into KMG, the separate corporate existence of PPI shall cease, KMG shall be the surviving corporation and continue its corporate existence as a Delaware corporation to be governed

by the laws of the State of Delaware under the name "KMG Services, Inc." KMG shall maintain a registered office in the State of Delaware at 1209 Orange Street, Wilmington, Delaware.

## ARTICLE II

### Terms and Conditions of Merger

#### (a) At the Effective Time:

(1) The Constituent Corporations shall be a single corporation, which shall be KMG Services, Inc., a Delaware corporation.

(2) The separate existence of PPI shall cease.

(3) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular, the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and

the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Specifically, but not by way of limitation, the Surviving Corporation shall be responsible and liable to dissenting stockholders of PPI and any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of PPI and its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and

binding thereon as the same were with respect to PPI. The employees of PPI shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of PPI.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the merger.

(b) The Board of Directors, the members thereof, and the officers of KMG immediately prior to the Effective Time shall be and constitute the Board of Directors, and the members thereof, and the officers of the Surviving Corporation to serve in accordance with the by-laws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.

### ARTICLE III

#### Capitalization of Surviving Corporation And Manner and Basis of Converting Shares

(a) The total authorized capital stock of the Surviving Corporation shall be as set forth in the Certificate of

Incorporation of the Surviving Corporation, that is, 100,000 shares of common stock, \$.01 par value.

(b) At the Effective Time, by virtue of the merger and without any action on the part of the Constituent Corporations or any holder of any securities of the Constituent Corporations, each share of common stock of PPI which is issued and outstanding immediately prior to the Effective Time (other than shares to be cancelled pursuant to subparagraph (c) of Article III and Dissenting Shares (hereinafter defined)), shall by virtue of the merger and without any action on the part of the holder thereof be cancelled and extinguished and be converted into the right to receive an amount of cash equal to \$1.73 per share ("Merger Consideration"), without any interest thereon.

(c) Each share of common stock of PPI which is issued and outstanding immediately prior to the Effective Time and held by Harwin, or which is held in the treasury of PPI or any of its subsidiaries, shall be cancelled and retired and no payment shall be made with respect thereto.

(d) Notwithstanding anything in this Plan to the contrary, shares of common stock of PPI which were issued and outstanding immediately prior to the Effective Time and held by holders who did not vote in favor of the merger and who comply with all the relevant provisions of Delaware law ("Dissenting Shares"), shall not be converted into the right to receive the Merger Consideration, unless and until such holder shall have failed to

perfect or shall have effectively withdrawn or lost their rights to appraisal. If, after the Effective Time any such holder fails to perfect or withdraws or otherwise loses such right, each of such holder's shares shall thereupon be deemed to have been converted into the right to receive, as of the Effective Time, the Merger Consideration, without any interest thereon. PPI shall give KMG prompt notice of any demands received by PPI for appraisal of shares. Prior to the Effective Time, PPI shall not, except with the prior written consent of KMG, make any payment with respect to or settle or offer to settle any such demands.

(e) Promptly after the Effective Time, KMG shall cause to be mailed and/or make available to each record holder of shares of common stock of PPI as of the Effective Time (other than those described in subparagraph (c) of this Article III), a certificate or certificates (the "Certificates"), a notice and letter of transmittal (which shall specify that delivery shall be effected, and risk of loss of title to the Certificates shall pass, only upon proper deliver of the Certificates to KMG) and instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration. As promptly as practicable after surrender to KMG of a Certificate, together with such letter of transmittal due to be executed and completed in accordance with the instructions thereon, the holder of such Certificate shall be paid in exchange therefor cash in an amount equal to the product of the number of shares represented by such

Certificate multiplied by the Merger Consideration, and such Certificate shall forthwith be cancelled. No interest shall be paid or accrued in respect of the Merger Consideration. If payment is to be made to person other than the person in whose name the Certificate surrendered is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment shall pay any transfer or other taxes by reason of the payment to a person other than the registered holder of the surrendered Certificate or established to the satisfaction of the Surviving Corporation that such tax has been paid or is not applicable. Until surrendered in accordance with the provisions of this section, each Certificate shall represent for all purposes solely the right to receive the Merger Consideration, without any interest thereon.

(f) After the Effective Time there shall be no transfers of shares of PPI in the stock transfer books of the Surviving Corporation. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be cancelled or exchanged for cash as provided in this Article, subject to applicable law in the case of Dissenting Shares.

#### ARTICLE IV

##### Certificate of Incorporation and By-Laws

(a) The Certificate of Incorporation of KMG as existing and constituted immediately prior to the Effective Time shall, upon



the merger's becoming effective, be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

(b) The bylaws of KMG as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the bylaws of the Surviving Corporation until amended in the manner provided by law.

#### ARTICLE V

##### Other Provisions with Respect to Merger

(a) This Plan shall be submitted to the stockholders of each Constituent Corporation as provided by the applicable laws of the State of Delaware. After the approval or adoption thereof by the stockholders of each Constituent Corporation in accordance with the requirements of the laws of the State of Delaware, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of the State of Delaware.

(b) This Plan may be terminated at any time prior to the Effective Time, whether before or after action thereon by the stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

(c) Each Constituent Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the merger.

## ARTICLE VI

### Approval and Effective Time of the Merger

(a) The merger shall become effective ("Effective Time") upon the filing of a duly executed certificate of merger in compliance with the laws of the State of Delaware, providing that the certificate of merger may provide that the merger is to become effective on any day selected by the Board of Directors of the Surviving Corporation within ninety (90) days of the filing of the certificate.

(b) The Surviving Corporation shall, pursuant to Section 103(c)(5) of the General Corporation Law of the State of Delaware, cause a duplicate copy of the certificate, certified by the Secretary of State of the State of Delaware, to be recorded in the office of the recorded of New Castle County, Delaware.

(c) If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of PPI acquired or to be acquired by or as a result of the merger, the proper officers and

directors of PPI and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of PPI or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan.

(d) Any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(e) This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

(f) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Plan to be signed by authorized officers and attested to pursuant to

authorization contained in resolutions adopted by their respective Boards of Directors approving this Plan, all on the date first above written.

Preservation Products, Inc.

ATTEST:

Maureen M. Gilroy By: David L. Hatcher  
Maureen M. Gilroy, David L. Hatcher, President  
Secretary

[Corporate Seal]

KMG Services, Inc.

ATTEST:

Maureen M. Gilroy By: Bobby D. Godfrey  
Maureen M. Gilroy, Bobby D. Godfrey,  
Secretary Vice President

[Corporate Seal]

[Certificates of Secretary of Constituent Corporations  
to be attached]

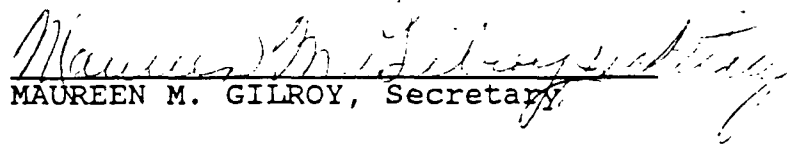
1290179.DOC  
WP1014  
02/20/91/1120a-b1

CERTIFICATE OF SECRETARY

(KMG Services, Inc.)

I, Maureen M. Gilroy, Secretary of KMG Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Preservation Products, Inc., a corporation of the State of Delaware, was duly adopted pursuant to Section 228 of the General Corporation Laws of Delaware by the unanimous written consent of the stockholders holding 63,000 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, and written notice of adoption of the Plan and Agreement of Merger has been given as provided in Section 228 of the General Corporation Law of Delaware to every stockholder entitled to such notice, which Plan and Agreement of Merger was thereby adopted as the act of the stockholders of said KMG Services, Inc., and the duly adopted agreement and act of the said corporation.

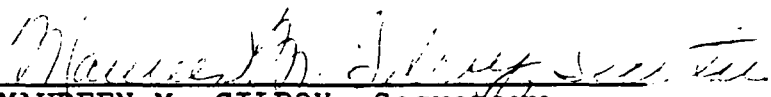
WITNESS my hand on this 28<sup>th</sup> day of February, 1991.

  
MAUREEN M. GILROY, Secretary

CERTIFICATE OF SECRETARY  
(Preservation Products, Inc.)

I, Maureen M. Gilroy, Secretary of Preservation Products, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of KMG Services, Inc., a corporation of the State of Delaware, was duly adopted pursuant to Section 228 of the General Corporation Law of Delaware by the written consent of the stockholders holding 425,000 shares of the capital stock of the corporation, same being (93 percentum) of the shares issued and outstanding having voting power, and written notice of adoption of the Plan and Agreement of Merger has been given as provided in Section 228 of the General Corporation Law of Delaware to every stockholder entitled to such notice, which Plan and Agreement of Merger was thereby adopted as the act of the stockholders of said Preservation Products, Inc., and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 28<sup>th</sup> day of February, 1991.

  
MAUREEN M. GILROY, Secretary

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Plan") dated February 27, 1991, is entered into pursuant to Section 251 of the Delaware General Corporation Law, by and between Preservation Products, Inc., a Delaware corporation ("PPI"), and KMG Services, Inc., a Delaware corporation ("KMG" or, alternatively the "Surviving Corporation"), such corporations being hereinafter collectively referred to as the "Constituent Corporations".

### W I T N E S S E T H:

WHEREAS, PPI is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on September 12, 1984 (under the name DLH INCORPORATED), and having an authorized capital stock of 600,000 shares of common stock, \$.10 par value, of which 455,000 shares are issued and outstanding (and 5,000 shares are held as treasury shares by PPI); and

WHEREAS, KMG is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on January 22, 1988, and having an authorized capital stock of 100,000 shares of common stock, \$.01 par value, of which 63,000 shares are issued and outstanding; and

WHEREAS, Harwin Interests, Inc., a Delaware corporation ("Harwin"), is the owner and holder of 425,000 shares of the issued and outstanding common stock of PPI and the owner and holder of all the issued and outstanding common stock of KMG; and

WHEREAS, the respective Boards of Directors of KMG and PPI deem it advisable and for the best interests of said corporations that PPI be merged with and into KMG as the surviving corporation as authorized by the statutes of the State of Delaware under and pursuant to the terms and conditions hereinafter set forth, and each such Board has duly approved the Plan;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the consideration which holders of shares of PPI are to receive in exchange for, or upon conversion of such shares and the surrender of any certificates evidencing them, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

#### ARTICLE I

##### Merger and Name of Surviving Corporation

At the Effective Time, as hereinafter defined, PPI shall be merged with and into KMG, the separate corporate existence of PPI shall cease, KMG shall be the surviving corporation and continue its corporate existence as a Delaware corporation to be governed



the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Specifically, but not by way of limitation, the Surviving Corporation shall be responsible and liable to dissenting stockholders of PPI and any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of PPI and its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and

binding thereon as the same were with respect to PPI. The employees of PPI shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of PPI.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the merger.

(b) The Board of Directors, the members thereof, and the officers of KMG immediately prior to the Effective Time shall be and constitute the Board of Directors, and the members thereof, and the officers of the Surviving Corporation to serve in accordance with the by-laws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.

### ARTICLE III

#### Capitalization of Surviving Corporation And Manner and Basis of Converting Shares

(a) The total authorized capital stock of the Surviving Corporation shall be as set forth in the Certificate of

Incorporation of the Surviving Corporation, that is, 100,000 shares of common stock, \$.01 par value.

(b) At the Effective Time, by virtue of the merger and without any action on the part of the Constituent Corporations or any holder of any securities of the Constituent Corporations, each share of common stock of PPI which is issued and outstanding immediately prior to the Effective Time (other than shares to be cancelled pursuant to subparagraph (c) of Article III and Dissenting Shares (hereinafter defined)), shall by virtue of the merger and without any action on the part of the holder thereof be cancelled and extinguished and be converted into the right to receive an amount of cash equal to \$1.73 per share ("Merger Consideration"), without any interest thereon.

(c) Each share of common stock of PPI which is issued and outstanding immediately prior to the Effective Time and held by Harwin, or which is held in the treasury of PPI or any of its subsidiaries, shall be cancelled and retired and no payment shall be made with respect thereto.

(d) Notwithstanding anything in this Plan to the contrary, shares of common stock of PPI which were issued and outstanding immediately prior to the Effective Time and held by holders who did not vote in favor of the merger and who comply with all the relevant provisions of Delaware law ("Dissenting Shares"), shall not be converted into the right to receive the Merger Consideration, unless and until such holder shall have failed to

perfect or shall have effectively withdrawn or lost their rights to appraisal. If, after the Effective Time any such holder fails to perfect or withdraws or otherwise loses such right, each of such holder's shares shall thereupon be deemed to have been converted into the right to receive, as of the Effective Time, the Merger Consideration, without any interest thereon. PPI shall give KMG prompt notice of any demands received by PPI for appraisal of shares. Prior to the Effective Time, PPI shall not, except with the prior written consent of KMG, make any payment with respect to or settle or offer to settle any such demands.

(e) Promptly after the Effective Time, KMG shall cause to be mailed and/or make available to each record holder of shares of common stock of PPI as of the Effective Time (other than those described in subparagraph (c) of this Article III), a certificate or certificates (the "Certificates"), a notice and letter of transmittal (which shall specify that delivery shall be effected, and risk of loss of title to the Certificates shall pass, only upon proper deliver of the Certificates to KMG) and instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration. As promptly as practicable after surrender to KMG of a Certificate, together with such letter of transmittal due to be executed and completed in accordance with the instructions thereon, the holder of such Certificate shall be paid in exchange therefor cash in an amount equal to the product of the number of shares represented by such

Certificate multiplied by the Merger Consideration, and such Certificate shall forthwith be cancelled. No interest shall be paid or accrued in respect of the Merger Consideration. If payment is to be made to person other than the person in whose name the Certificate surrendered is registered, it shall be a condition of payment that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such payment shall pay any transfer or other taxes by reason of the payment to a person other than the registered holder of the surrendered Certificate or established to the satisfaction of the Surviving Corporation that such tax has been paid or is not applicable. Until surrendered in accordance with the provisions of this section, each Certificate shall represent for all purposes solely the right to receive the Merger Consideration, without any interest thereon.

(f) After the Effective Time there shall be no transfers of shares of PPI in the stock transfer books of the Surviving Corporation. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be cancelled or exchanged for cash as provided in this Article, subject to applicable law in the case of Dissenting Shares.

#### ARTICLE IV

##### Certificate of Incorporation and By-Laws

(a) The Certificate of Incorporation of KMG as existing and constituted immediately prior to the Effective Time shall, upon

the merger's becoming effective, be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

(b) The bylaws of KMG as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the bylaws of the Surviving Corporation until amended in the manner provided by law.

#### ARTICLE V

##### Other Provisions with Respect to Merger

(a) This Plan shall be submitted to the stockholders of each Constituent Corporation as provided by the applicable laws of the State of Delaware. After the approval or adoption thereof by the stockholders of each Constituent Corporation in accordance with the requirements of the laws of the State of Delaware, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of the State of Delaware.

(b) This Plan may be terminated at any time prior to the Effective Time, whether before or after action thereon by the stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

(c) Each Constituent Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the merger.

#### ARTICLE VI

##### Approval and Effective Time of the Merger

(a) The merger shall become effective ("Effective Time") upon the filing of a duly executed certificate of merger in compliance with the laws of the State of Delaware, providing that the certificate of merger may provide that the merger is to become effective on any day selected by the Board of Directors of the Surviving Corporation within ninety (90) days of the filing of the certificate.

(b) The Surviving Corporation shall, pursuant to Section 103(c)(5) of the General Corporation Law of the State of Delaware, cause a duplicate copy of the certificate, certified by the Secretary of State of the State of Delaware, to be recorded in the office of the recorded of New Castle County, Delaware.

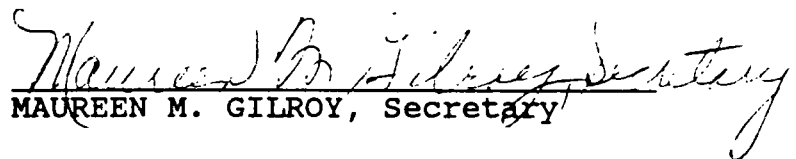
(c) If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of PPI acquired or to be acquired by or as a result of the merger, the proper officers and

CERTIFICATE OF SECRETARY

(KMG Services, Inc.)

I, Maureen M. Gilroy, Secretary of KMG Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Preservation Products, Inc., a corporation of the State of Delaware, was duly adopted pursuant to Section 228 of the General Corporation Laws of Delaware by the unanimous written consent of the stockholders holding 63,000 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, and written notice of adoption of the Plan and Agreement of Merger has been given as provided in Section 228 of the General Corporation Law of Delaware to every stockholder entitled to such notice, which Plan and Agreement of Merger was thereby adopted as the act of the stockholders of said KMG Services, Inc., and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 28<sup>th</sup> day of February, 1991.

  
MAUREEN M. GILROY, Secretary



BILL OF SALE AND ASSIGNMENT

THE STATE OF TEXAS     §  
                                   §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS     §

WHEREAS, HARWIN INTERESTS, INC., a Delaware corporation (hereinafter referred to as "Harwin") has agreed to convey to KMG SERVICES, INC., a Delaware corporation (hereinafter referred to as "KMG" all of the property described on Schedule "A" attached hereto and by this reference incorporated herein for all purposes (all of which is hereinafter collectively referred to as the "Property"), as a contribution to the capital of KMG;

AND WHEREAS, as consideration for (a) the conveyance of the Property, and (b) the assignments contained herein, KMG paid the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Harwin, including the issuance of 27,000 shares of the common stock, \$.01 par value, of KMG to Harwin and the assumption and agreement to pay, perform and discharge the indebtedness of Harwin represented by account No. 2500.3 on Schedule A of \$9,999.91; the receipt of which is hereby acknowledged and confessed;

NOW, THEREFORE, for the consideration above specified;

1. Harwin has BARGAINED, SOLD, TRANSFERRED, SET OVER and DELIVERED, and by these presents does hereby BARGAIN, SELL, TRANSFER, SET OVER and DELIVER unto KMG all of Seller's right, title and interest in and to the Property.

2. Harwin has ASSIGNED, TRANSFERRED and SET OVER, and by these presents does ASSIGN, TRANSFER and SET OVER unto KMG all warranties and guarantees, if any, of manufacturers, contractors, sellers or suppliers which pertain to the Property. Harwin has delivered in conjunction herewith (if available) all originals of all of such warranties and guarantees, or, true and correct copies thereof.

3. Harwin has ASSIGNED, TRANSFERRED and SET OVER, and by these presents does ASSIGN, TRANSFER, and SET OVER unto KMG all Seller's right, title and interest in and to all benefits associated with prepaid expenses, if any, relating to the Property and identified on Schedule "A".


4. The Property conveyed is conveyed "AS IS, WHERE IS", with all faults. All implied warranties, including any warranty

of merchantability or fitness for a specific purpose, are expressly denied.

5. This Bill of Sale and Assignment and the provisions herein contained shall be binding upon and inure to the benefit of Harwin and KMG and their respective successors and assigns.

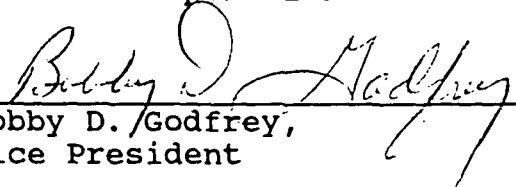
EXECUTED on this this 2nd day of March, 1991 but effective on March 1, 1991.

HARWIN INTERESTS, INC.,  
a Delaware corporation

By:   
David L. Hatcher,  
President

"HARWIN"

KMG SERVICES, INC.,  
a Delaware corporation

By:   
Bobby D. Godfrey,  
Vice President

"KMG"

(Corporation)

THE STATE OF TEXAS   §  
                                 §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of December, 1991, by David L. Hatcher, President of Harwin Interests, Inc., a Delaware corporation, on behalf of said corporation.

Marion M. Gilroy  
Notary Public in and for  
The State of T E X A S

My Commission Expires:

6-26-93

(Corporation)

THE STATE OF TEXAS   §  
                                 §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of December, 1991, by Bobby D. Godfrey, Vice President of KMG Services, Inc., a Delaware corporation, on behalf of said corporation.

Marion M. Gilroy  
Notary Public in and for  
The State of T E X A S

My Commission Expires:

6-26-91

/rjack/doc  
0391044!.013

SCHEDULE A

(to Bill of Sale and Assignment from  
Harwin Interests, Inc. to KMG Services,  
Inc., dated as of March 1, 1991)

<u>ACCOUNT NUMBER</u>	<u>NAME</u>	<u>AMOUNT</u>
1001.4	Petty Cash - Houston	\$ 200.00
1902	Office/Lab Equipment - Houston	247,680.00
1911	Furniture & Fixtures - Houston	1,071.98
1914	Autos/Trucks - Houston	56,268.05
1917	Airplane	104,991.68
1918	Leasehold Improvements - Houston	70,845.22
1955	Account Depr. - O/L Equipment Houston	217,407.61 -
1961	Account Depr. - Furniture & Fixtures - Hou.	909.07 -
1965	Account Depr. - Autos/Trucks - Houston	18,934.97 -
1968	Account Depr. - Airplane	60,917.00 -
1971	Amount Allow - Leasehold Imp. - Houston	55,440.81 -
2500.3	Note Payable #0572300 Post Oak	<u>9,999.91 -</u>
Total		\$117,447.56

## KMG SERVICES, INC. - HOUSTON

## Depreciation Report

FYE 7/31/91

Report Date: 02/28/91

Life	Original	Prior	Current	Current	Total
Acquired Yrs Description	Cost	Accum Dep	Accum Deprec	Book Value	Accum Deprec
OFFICE EQUIPMENT - HOU					
08/01/87 Fully Depreciated	154,040.00	154,040.00	0.00	0.00	154,040.00
02/01/83 8 Wards-Needville Range	328.00	308.00	20.00	0.00	328.00
02/01/83 8 Post Hole Digger	519.00	486.39	32.62	(0.00)	519.01
04/29/86 5 Computer Progrmg + Training	8,085.00	7,672.25	238.60	174.15	7,910.85
08/15/85 5 3 Desk Pro - 256 K	7,641.00	7,354.20	165.79	121.01	7,519.99
08/15/85 5 2 IBM PC 256K	4,245.00	4,045.00	115.62	84.38	4,160.62
08/15/85 5 Qume II/55 Printer	1,775.00	1,675.00	57.81	42.19	1,732.81
08/15/85 5 Mountain Tape Backup	2,441.00	2,341.00	57.81	42.19	2,398.81
08/15/85 5 3 Hayes Modems	1,560.00	1,460.00	57.81	42.19	1,517.81
08/15/85 5 Computer Software + Installtn	13,516.00	13,016.00	289.04	210.96	13,305.04
09/01/86 5 1 ITT Computer	2,334.75	1,842.38	269.94	222.43	2,112.32
12/19/86 5 Computer Software	3,185.00	2,182.58	368.24	634.18	2,550.82
02/01/87 5 Computer Software	6,393.00	3,761.27	738.79	1,889.94	4,500.06
08/18/87 5 Laser Jet Printer	2,328.00	1,373.90	269.16	684.94	1,643.06
09/04/87 5 Laser Pr Cntrl	954.00	554.15	110.30	289.55	664.45
09/18/87 5 Genoa Video Brd	191.00	109.49	22.08	59.43	131.57
03/10/88 5 Computer equip-theft replacmt	3,143.00	1,502.80	363.38	1,276.82	1,866.18
03/10/88 5 Replacement ATC Protocol	1,336.00	638.80	154.46	542.74	793.26
06/29/88 5 Murata Fax Machine	972.00	465.80	112.38	453.82	518.18
07/18/88 5 File Server Update 2.1	6,480.00	2,701.59	749.19	3,029.21	3,450.79
07/20/88 5 Compaq #286/12 Model 1	2,852.00	1,157.94	329.74	1,364.32	1,487.68
11/10/88 5 Microwave Oven	121.31	41.74	14.03	65.54	55.77
09/24/89 5 20 Mhz Informattech w/1MB Ram.	1,999.45	339.63	231.17	1,659.82	339.63
5.25 Floppy, Mitsumi 14"		0.00			
Monitor + Keyboard		0.00			
10/31/89 5 Informtech 640K Hard Disk	632.88	94.67	73.17	465.04	167.84
Upgrade Drive/MMG home		0.00			
11/10/89 5 386/SX20 SN:0612 Computer	1,702.08	245.29	196.79	1,260.01	442.07
11/30/89 5 Purchase MMG computer	2,221.83	295.84	256.88	1,669.11	552.72
03/31/90 5 IBSSYM	3,985.20	266.41	460.75	3,258.04	727.16
04/30/90 5 MMG COMPUTER	494.64	24.94	57.19	412.52	82.12
04/30/90 5 Office Equipment	3,779.99	190.55	437.03	3,152.41	627.58
04/30/90 5 "125 PLAN" Software	2,950.00	148.71	341.07	2,460.22	489.78
07/24/90 5 Office remodeling	515.06	1.98	59.55	453.54	61.52
07/31/90 5 386SX/20 Model 200 W/4MB RAM		0.00			
07/31/90 5 HARD DISK DRIVE+MONOCHROME		0.00			
07/31/90 5 DISPLAY+LABOR	4,394.95	0.00	508.13	3,886.82	508.13
02/11/91 5 MMG Exp	567.34		5.28	562.06	5.28
	247,680.48	210,278.29	7,163.79	30,236.39	217,442.09
	(1903)		(8120.3)		(1953)

## OFFICE FURNITURE &amp; FIXTURES - HOU:

	(1911)		(8120.3)		(1961)
12/10/87 5 Sever. Office Pictures	1,071.98	780.25	123.94	167.79	904.19

## KMG SERVICES, INC. - HOUSTON

## Depreciation Report

FYE 7/31/91

Report Date: 02/28/91

Life	Original	Prior	Current	Current	Total
Acquired Yrs Description	Cost	Accum Dep	Accum Deprec	Book Value	Accum Deprec
-----					
AUTOMOBILES - HOU:					
-----					
01/27/87 5 1985 Oldsmobile	10,250.00	7,923.00	89.86	2,237.14	8,012.86
12/07/88 5 Jaguar	35,681.00	12,095.29	4,125.31	19,460.40	16,220.60
08/02/89 5 Diamond Tel Mesa 90X car phone	1,756.36	349.35	203.06	1,203.95	552.41
08/16/90 5 1985 Oldsmobile traded in	(10,250.00)	(7,923.00)		(2,327.00)	(7,923.00)
08/16/90 5 1991 FORD LTD CROWN VICTORIA	18,830.69		2,022.36	16,808.33	2,022.36
-----					
	56,268.05	12,444.64	6,440.60	37,382.81	18,885.24
	(1913)		(8120.2)		(1963)
-----					
AIRPLANE - HOU:					
-----					
02/28/89 5 Airplane repairs removed		1,551.48			
12/04/86 5 Aero Commander 560F	42,636.38	31,266.68	4,929.47	6,440.24	36,196.14
10/06/88 5 Engines for Commander 560F	15,000.00	5,449.32	1,734.25	7,816.44	7,183.56
11/23/88 5 Repairs to Aero Comm 560F	16,627.80	5,603.34	1,922.45	9,102.01	7,525.79
01/25/89 5 Rep to Aero Comm/Memphis Aero	14,285.13	4,320.76	1,651.60	8,312.77	5,972.36
04/10/90 5 Hydraulic Hose - Aero Comm	762.00	46.76	88.10	627.14	134.86
04/10/90 5 Annual plane rep/inspection	10,680.46	655.46	1,234.84	8,790.16	1,890.30
09/30/90 5 Harger Aviation	5,000.00		413.70	4,586.30	413.70
-----					
	104,991.77	48,893.80	11,974.39	44,123.58	60,868.19
	(1917)		(8120.1)		(1967)
-----					
LEASEHOLD IMPROVEMENTS - HOU:					
-----					
FULLY DEPRECIATED	48,714.32	48,714.00	0.00	0.00	48,714.00
09/08/87 5 Relocate Alarm	175.00	146.36	16.56	12.09	162.91
08/31/87 5 Electrical Wrk	1,632.00	876.97	188.69	566.34	1,065.66
08/31/87 5 Floor/wall repair	388.00	300.82	44.86	42.32	345.68
08/31/87 5 Repairs-close wall	828.65	457.84	95.81	275.01	553.64
03/24/88 5 New offices added-construc	1,975.00	929.22	228.34	817.44	1,157.56
03/28/88 5 Electrical-new offices	638.77	281.39	73.85	283.53	355.24
06/16/89 5 Remodeling of front offices	1,242.00	276.40	143.60	822.00	420.00
07/27/89 5 Remodeling of front offices	902.88	182.55	104.39	615.94	286.94
04/27/90 5 Remodeling of front offices	14,348.60	746.91	1,658.93	11,942.75	2,405.85
-----					
	70,845.22	52,912.46	2,555.02	15,377.74	55,467.48
	(1919)		(8031)		(1969)
-----					

TOTALS 480,857.50 325,309.45 28,257.74 127,290.31 353,567.19

=====

Office of the Secretary of State

---

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"HARWIN INTERESTS, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "KMG-BERNUTH, INC." UNDER THE NAME OF  
"KMG-BERNUTH, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER  
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS  
OFFICE THE THIRTY-FIRST DAY OF MARCH, A.D. 1995, AT 9 O'CLOCK  
A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO  
THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

2149960 8100M

950072161

AUTHENTICATION: 7459263

DATE: 04-03-95

**CERTIFICATE OF OWNERSHIP AND MERGER  
MERGING  
HARWIN INTERESTS, INC.  
INTO  
KMG-BERNUTH, INC.**

Pursuant to Section 253 of the Delaware General Corporation Law, this Certificate of Ownership and Merger is filed for the purpose of effecting the merger of the Harwin Interests, Inc. ("Corporation"), a Delaware corporation, into KMG-Bernuth, Inc. ("Subsidiary"), a Delaware corporation.

1. The Corporation was incorporated on January 28, 1988, pursuant to the General Corporation Law of Delaware, the provisions of which permit the merger of a parent corporation organized and existing under the laws of Delaware into a subsidiary corporation organized and existing under the laws of Delaware.
2. The Corporation owns at least ninety percent (90%) of the outstanding shares of the Capital Stock, \$.01 par value per share, of Subsidiary, a corporation incorporated on January 22, 1988, pursuant to the General Corporation Law of Delaware and having no class of stock outstanding other than said Capital Stock.
3. The Corporation, by the following resolutions of its board of directors, duly adopted at a meeting duly called and held after notice given or waived and filed with the minutes of the board pursuant to the General Corporation Law of Delaware on March 22, 1995, determined to, and effective upon the filing of this Certificate of Ownership and Merger with the Secretary of State of Delaware does, merge itself into Subsidiary:

WHEREAS, this Corporation is the legal and beneficial owner of all of the outstanding shares of Capital Stock, \$.01 par value per share ("Capital Stock"), of its subsidiary, KMG-Bernuth, Inc., a Delaware corporation; and

WHEREAS, said Capital Stock is the only issued and outstanding class of stock of the subsidiary; and

WHEREAS, this Corporation desires to merge itself into its subsidiary pursuant to the provisions of Section 253 of the General Corporation Law of Delaware;

NOW, THEREFORE, BE IT RESOLVED, that effective upon the filing of an appropriate Certificate of Ownership and Merger embodying these resolutions with the Secretary of State (but subject to



the approval of the stockholders of this Corporation) this Corporation shall merge and it hereby does merge itself into its subsidiary, KMG-Bernuth, Inc., which shall be the surviving corporation and which will assume all of the obligations of this Corporation; and

RESOLVED, that the other terms and conditions of the merger are set forth in that certain Plan and Agreement of Merger, a copy of which is attached as Exhibit A hereto; and

RESOLVED, that the proposed merger be submitted to the stockholders of this Corporation and that upon receiving the unanimous written consent of such stockholders the proposed merger shall be approved; and

RESOLVED, that the subsidiary, as the surviving corporation in the merger, shall notify each stockholder of record within ten days after the effective date of the merger has become effective; and

RESOLVED, that the President or any Vice President of this Corporation be and each hereby is authorized to make and execute, and the Secretary or any Assistant Secretary be and each hereby is authorized to attest, a Certificate of Ownership and Merger setting forth a copy of these resolutions providing for the merger of this Corporation into the subsidiary, and the date of adoption hereof, and to cause the same to be filed with the Secretary of State and a certified copy recorded in the appropriate office and to do all acts and things, whatsoever, whether within or without the State of Delaware, which may be in any way necessary or appropriate to effect said merger.

4. The merger has been approved by the holders of all of the outstanding stock of this Corporation entitled to vote thereon by unanimous written consent without a meeting in accordance with Section 228 of the General Corporation Law of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed by David L. Hatcher, its President, and attested by Bobby D. Godfrey, its Secretary, on March 22, 1995.

HARWIN INTERESTS, INC.

By:

David L. Hatcher  
David L. Hatcher  
President

ATTEST:

By:

Bobby D. Godfrey  
Bobby D. Godfrey  
Secretary

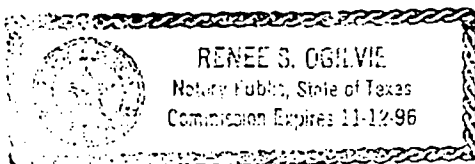
THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared DAVID L. HATCHER and BOBBY D. GODFREY, the President and Secretary, respectively, of Harwin Interests, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation.

SUBSCRIBED AND SWORN TO BEFORE ME on the 22<sup>nd</sup> day of March, 1995, to certify which witness my hand and official seal.



Renee S. Ogilvie  
Printed name: Renee S. Ogilvie  
Notary Public in and for  
Harris County, Texas

# EXHIBIT " A "

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER ("Plan" or "Merger Agreement") dated as of March 22, 1995, between KMG-BERNUTH, INC., a Delaware corporation ("KMG-B") and HARWIN INTERESTS, INC., a Delaware corporation ("Harwin"). KMG-B and Harwin are hereinafter collectively referred to as the "Constituent Corporations".

### WITNESSETH:

WHEREAS, KMG-B is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on January 22, 1988, and having total authorized capital stock of 500,000 shares of common stock, par value \$.01 per share ("KMG-B Stock"), of which 101,500 shares are issued and outstanding and owned by Harwin; and

WHEREAS, Harwin is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on January 28, 1988, and having an authorized capital stock of 100,000 shares of common stock, par value \$.01 per share ("Harwin Common"), of which 12,820 shares are issued and outstanding ("Harwin Stock"); and

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and their shareholders that Harwin be merged with and into KMG-B which shall be the surviving corporation (such merger hereinafter referred to as the "Merger");

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, and for the purpose of setting forth the terms of the Merger, and subject to the conditions hereinafter set forth, the parties agree as follows:

### ARTICLE I

#### MERGER AND NAME OF SURVIVING CORPORATION

11 At the Effective Time of the Merger, as hereinafter defined, Harwin shall be merged with and into KMG-B, the separate existence of Harwin shall cease and KMG-B (hereinafter sometimes referred to as the "Surviving Corporation") shall continue its corporate existence as a Delaware corporation to be governed by the laws of the State of Delaware under the name of KMG-Bernuth, Inc. The address of the registered office of the Surviving Corporation in the State of Delaware will be 1209 Orange Street, Wilmington, New Castle, Delaware 19801.

EXHIBIT " A "

## ARTICLE II CERTIFICATE OF INCORPORATION AND BYLAWS

2.1 The Certificate of Incorporation of KMG-B at the Effective Time of the Merger shall be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

2.2 The Bylaws of KMG-B as existing and constituted immediately prior to the Effective Time of the Merger shall, at the Effective Time of the Merger, be and constitute the Bylaws of the Surviving Corporation until amended in the manner provided by law.

## ARTICLE III TERMS OF MERGER

3.1 At the Effective Time of the Merger:

(a) The Constituent Corporations shall become the single corporation designated herein as the Surviving Corporation.

(b) The separate existence of Harwin shall cease.

(c) The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to the duties and liabilities of a corporation organized under the law of the State of Delaware.

(d) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises as well of a public as of a private nature, and being subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, and all other things in action or belonging to each Constituent Corporation, shall be vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate, whether by deed or otherwise, vested in Harwin and KMG-B, or either of them, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon the property of the Constituent Corporations, shall be preserved unimpaired and all debts, liabilities, and duties of Harwin shall thenceforth attach to KMG-B, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

3.2 At the Effective Time of the Merger the directors of the Surviving Corporation shall be:

David L. Hatcher  
Bobby D. Godfrey  
Fred C. Leonard, III  
Charles M. Neff, Jr.

to serve in accordance with the Bylaws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.

3.3 At the Effective Time of the Merger, the officers of the Surviving Corporation shall be:

<u>Name</u>	<u>Office</u>
David L. Hatcher	President, Chairman of the Board
Bobby D. Godfrey	Vice President
Fred C. Leonard, III	Secretary
Charles M. Neff, Jr.	Treasurer
Thomas Mitchell	Vice President/Sales

to serve in accordance with the Bylaws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.

3.4 If a vacancy exists at the Effective Time of the Merger in the Board of Directors of the Surviving Corporation, such vacancy shall be filled in the manner provided by its Bylaws.

#### ARTICLE IV CAPITALIZATION OF SURVIVING CORPORATION AND MANNER AND BASIS OF CONVERTING SHARES

4.1 The manner and basis of converting the shares of Harwin Stock and the mode of carrying the Merger into effect are as follows:

(a) Each share of Harwin Stock outstanding at the Effective Time of the Merger and not owned by Harwin shall be converted into and exchanged for fully paid and nonassessable shares of KMG-B Stock (as defined herein), without any action on the part of the holder thereof, at the exchange ratio of one (1) share of KMG-B common stock, par value \$.01 per share. Each right, option or warrant to acquire Harwin Common outstanding at the Effective Time of the Merger and not owned by Harwin shall be modified to allow the holder of such right, option or warrant to acquire one (1) share of KMG-B Stock for each share of Harwin Common the holder has the right to acquire under such right, option or warrant; provided, that such right, option or warrant shall not otherwise be modified.

(b) After the Effective Time of the Merger, each holder (other than Harwin) of an outstanding certificate or certificates which prior thereto represented shares of Harwin Stock ("Harwin Certificates", whether one or more) shall be entitled, upon surrender thereof to David L. Hatcher, acting as exchange agent in connection with the Merger (the "Exchange Agent"), to receive in exchange therefor a certificate or certificates representing the number of whole shares of KMG-B Stock into which the shares of Harwin Stock previously represented by such Harwin Certificates shall have been converted as aforesaid. After the Effective Time of the Merger and until so surrendered, each certificate outstanding at the Effective Time of the Merger which prior thereto represented shares of Harwin Stock shall for all purposes evidence the ownership of the shares of KMG-B Stock into which such shares of Harwin Stock shall have been so converted. Until surrender of Harwin Certificates, the holder thereof shall not be entitled to receive any dividend or other distribution payable to holders of shares of KMG-B Stock; provided, however, upon surrender of such Harwin Certificates there shall be paid to such holder the amount of dividends or other distributions (without interest thereon) which theretofore became payable and had not been paid with respect to the number of shares of KMG-B Stock represented by the certificate or certificates issued upon such surrender.

(c) If any certificate for shares of KMG-B Stock is to be issued in a name other than that in which the Harwin Certificates surrendered and exchanged therefor are registered, it shall be a condition of the issuance thereof that the Harwin Certificates so surrendered shall be properly endorsed and otherwise be in proper form for transfer and that the person requesting such exchange pay to KMG-B, or any agent designated by it, any transfer or other taxes required by reason of the issuance of a certificate for shares of KMG-B Stock in any name other than that of the registered holder of the Harwin Certificates surrendered or establish to the satisfaction of KMG-B, or any agent designated by it, that such tax has been paid or is not payable.

(d) All shares of KMG-B Stock into which shares of Harwin Stock shall have been converted pursuant to this Article shall be issued in full satisfaction of all rights pertaining to such converted shares.

(e) Each share of Harwin Stock held by Harwin in its treasury, if any, at the Effective Time of the Merger shall be canceled and shall not be converted into KMG-B Stock.

(f) Each share of KMG-B Stock held by Harwin at the Effective Time of the Merger shall be canceled.

#### ARTICLE V OTHER PROVISIONS WITH RESPECT TO THE MERGER

5.1 This Merger Agreement shall be submitted to the shareholders of each Constituent Corporation as provided by the applicable laws of their respective jurisdictions. As soon as practicable after the approval thereof by the shareholders of each Constituent

Corporation in accordance with the requirements of the laws of their respective jurisdictions and the obtaining of all necessary regulatory approvals (if any), all required documents shall be executed, delivered, filed and recorded and all required acts shall be done in order to accomplish the Merger under the provisions of the applicable jurisdiction.

5.2 This Merger Agreement may be terminated at any time prior to the Effective Time of the Merger, whether before or after action thereon by the shareholders of the Constituent Corporations:

(a) by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors; or

(b) by the Board of Directors of Harwin if any conditions to the obligations of Harwin contained herein shall not have been satisfied at the Effective Time of the Merger; or

(c) by the Board of Directors of KMG-B if any conditions to the obligations of KMG-B contained herein shall not have been satisfied as of the Effective Time of the Merger; or

(d) by the Board of Directors of either of the Constituent Corporations, if the Merger shall not have been consummated by July 31, 1995, which date may be extended by mutual agreement of the parties.

## ARTICLE VI APPROVAL AND EFFECTIVE TIME OF THE MERGER

6.1 The Merger shall become effective immediately after the completion of the following actions:

(a) this Merger Agreement shall be adopted and approved on behalf of each Constituent Corporation in accordance with Section 253 of the Delaware General Corporation Law, as applicable; and

(b) a Certificate of Ownership and Merger, certified, executed and acknowledged in accordance with Section 253 of the Delaware General Corporation Law, shall be filed and recorded in the office of the Secretary of State of Delaware.

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to any property or rights of Harwin acquired or to be acquired by or as a result of the Merger, the proper officers and directors of Harwin, KMG-B and the Surviving Corporation, respectively, shall be, and they

be, and they hereby are, severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of Harwin or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

7.2 For the convenience of the parties, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

7.3 It is the intention of the parties that the internal laws, and not the laws of conflicts, of the State of Delaware shall govern the enforceability and validity of this Merger Agreement, the construction of its terms and the interpretation of the rights and duties of the parties; provided, however, that with respect to matters of law concerning the internal affairs of any entity that is a party to or the subject of this Merger Agreement the law of the jurisdiction of organization of such entity shall govern.

7.4 This Merger Agreement may not be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

KMG-BERNUTH, INC.,  
a Delaware corporation

ATTEST:

By: /s/ David L. Hatcher  
David L. Hatcher,  
President

By: /s/ Fred C. Leonard, III  
Fred C. Leonard, III,  
Secretary

HARWIN INTERESTS, INC.,  
a Delaware corporation

ATTEST:

By: /s/ Charles M. Neff, Jr.  
Charles M. Neff, Jr.,  
Vice President

By: /s/ Bobby D. Godfrey  
Bobby D. Godfrey,  
Secretary



## **ATTACHMENT C**

### **Response of KMG-Bernuth, Inc. ("Respondent") to a Request for Information Pursuant to Section 104 of CERCLA (42 U.S.C. Section 9604)**

- 1) Articles of Incorporation of Dayburn Chemical Company (October 27, 1961)
- 2) Amendment to Articles of Incorporation of Dayburn Chemical Company changing name to Sonford Chemical company (April 19, 1963)
- 3) Articles of Incorporation of Sonford Chemical Company (October 9, 1968)
- 4) Articles of Merger of Idacon, Inc. and Sonford Chemical Company changing name to Idacon, Inc. (September 12, 1974)
- 5) Articles of Amendment to the Articles of Incorporation of Idacon, Inc. (January 17, 1986)
- 6) Acquisition Agreement between Idacon, Inc. and KMG Services, Inc. (May 1, 1988)
- 7) Bill and Sale and Assignment between Idacon, Inc. and KMG Services, Inc. (July 14, 1988)
- 8) Articles of Merger of Idacon, Inc. filed with the Illinois Secretary of State (July 15, 1988)
- 9) Certificate of Agreement of Merger of Idacon, Inc. filed with the Delaware Secretary of State (July 15, 1988)
- 10) Certificate of Correction of Idacon, Inc. (November 10, 1988)
- 11) Certificate of Dissolution of Idacon, Inc. (March 22, 1996)



To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of Incorporation duly signed and verified of  
DAYBURN CHEMICAL COMPANY

have been filed in the Office of the Secretary of State, on the 27th  
day of October A. D. 1961, as provided by "THE BUSINESS  
CORPORATION ACT" of Illinois, in force July 13, A. D. 1933.

Now Therefore, I, CHARLES F. CARPENTIER, Secretary of State of the State of Illinois,  
by virtue of the powers vested in me by law, do hereby issue this certificate of  
incorporation and attach thereto a copy of the Articles of Incorporation  
of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to  
be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield, this 27th  
day of October A. D. 1961 and  
of the Independence of the United States  
the one hundred and 86th.

(SEAL)

*Charles F. Carpentier*

SECRETARY OF STATE.

BEFORE ATTEMPTING TO EXECUTE THESE BLANKS BE SURE TO READ CAREFULLY  
THE INSTRUCTIONS ON THE BACK THEREOF.

(THESE ARTICLES MUST BE FILED IN DUPLICATE)

STATE OF ILLINOIS,

COOK

COUNTY

ss.

To CHARLES F. CARPENTIER, Secretary of State:

(Do not write in this space)

Date Paid 1-27-61  
Initial License Fee \$ 120.00  
Franchise Tax \$ 75.00  
Filing Fee \$ 20.00  
Clerk

2007 15

We, the undersigned,

Name	Number	Street	City	State
E. V. Dickerson	1726 W. Estes Avenue,	Chicago,	Illinois	
V. M. Hallenborg	1859 N. California Avenue,	Chicago,	Illinois	
J. P. Brundage	935 Yale Street,	Wilmette,	Illinois	

being natural persons of the age of twenty-one years or more and subscribers to the shares of the corporation to be organized pursuant hereto, for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

#### ARTICLE ONE

The name of the corporation is: DAYBURN CHEMICAL COMPANY

#### ARTICLE TWO

The address of its initial registered office in the State of Illinois is: 919 North Michigan Avenue  
Street in the City of Chicago (11) County of Cook and  
(Zone)  
the name of its initial Registered Agent at said address is: David B. Hatcher

#### ARTICLE THREE

The duration of the corporation is: 99 Years

PAID

NOV - 1 1961

Charles F. Carpentier  
Secretary of State.

#### ARTICLE FOUR

The purpose or purposes for which the corporation is organized are: To mine, operate wells for, manufacture, compound, mix, refine, distill, treat, analyze, synthesize, produce, process, invent, develop, use, distribute, buy, sell, import, export and generally trade and deal in, as principal, agent, broker, or otherwise, chemicals and all compounds of chemicals, chemical products and by-products, derivatives, pharmaceuticals, solvents, petroleum, petroleum products, plastics, plastic products, resins, minerals, fabrics, and all other products, machinery and equipment of every kind and description, and to do all things necessary or convenient to engage in and conduct a chemical manufacturing and distributing business; and

To license others to manufacture, produce, process, develop, use, distribute, export, import and sell chemicals and all compounds of chemicals, chemical products and by-products, derivatives, pharmaceuticals, solvents, petroleum, petroleum products, plastics, plastic products, resins, minerals, fabrics, machinery and equipment invented, manufactured, produced, or processed by it; and

To transport or cause to be transported raw materials, bulk commodities, chemicals, petroleum and general commodities from point of origin to point of destination by all forms of transportation, truck, rail, water or pipeline, individually or collectively; and to provide facilities and to render any and all services relating to said transportation; and

To carry on any other lawful business or businesses whatsoever, ~~(whether or not)~~ related to the chemical manufacturing and distributing business, that may be deemed by the corporation to be desirable and to promote the interests of the corporation.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To acquire by purchase, subscription or otherwise, and to receive, hold, own, ~~guarantee~~, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital ~~stock, bonds, debentures, notes, trust receipts and other securities.~~

## ARTICLE FIVE

4-775

PARAGRAPH 1: The aggregate number of shares which the corporation is authorized to issue is 50,000, divided into one classes. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

Class	Series (If any)	Number of Shares	Par value per share or statement that shares are without par value
Common		50,000	\$5.00 par value per share

PARAGRAPH 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

## ARTICLE SIX

The class and number of shares which the corporation proposes to issue without further report to the Secretary of State, and the consideration (expressed in dollars) to be received by the corporation therefor, are:

Class of shares	Number of shares	Total consideration to be received therefor:
Common	40,000	\$ 200,000.00
		\$
		\$
		\$
		\$

## ARTICLE SEVEN

The corporation will not commence business until at least one thousand dollars has been received as consideration for the issuance of shares.

## ARTICLE EIGHT

The number of directors to be elected at the first meeting of the shareholders is: Five

# ARTICLE NINE

5-773

PARAGRAPH 1: It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be \$1,000.00

PARAGRAPH 2: It is estimated that the value of the property to be located within the State of Illinois during the following year will be \$1,000.00

PARAGRAPH 3: It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be \$5,000.00

PARAGRAPH 4: It is estimated that the gross amount of business which will be transacted at or from places of business in the State of Illinois during the following year will be \$5,000.00

*E. V. Dickerson*  
*J. P. Brundage*  
*V. M. Hallenborg*  
 Incorporators

## OATH AND ACKNOWLEDGMENT

STATE OF ILLINOIS

COOK

County

ss.

I, *Henrietta Greyfus*, a Notary Public, do hereby certify that on the *26<sup>th</sup>* day of *October*, 19*61*, *E. V. Dickerson,*

(Names of Incorporators)

*V. M. Hallenborg and J. P. Brundage*

personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Place  
(Notarial Seal)  
Here

*Henrietta Greyfus*  
 Notary Public

FORM B

## ARTICLES OF INCORPORATION

### DAYBURN CHEMICAL COMPANY

The following fees are required to be paid at the time of issuing certificate of incorporation: Filing fee, \$20.00; Initial license fee of 50c per \$1,000.00 or 1/20 of 1% of the amount of stated capital and paid-in surplus plus the corporation proposes to issue without further report (Article Six); Franchise tax of 1/20 of 1% of the issued, as above noted. However, the minimum annual franchise tax is \$10.00 and varies monthly on \$20,000 or less, as follows: January, \$15; February, \$14.17; March, \$13.34; April, \$12.50; May, \$11.67; June, \$10.84; July, \$10.00; Aug, \$9.17; Sept., \$8.34; Oct., \$7.50; Nov., \$6.67; Dec., \$5.84; (See Sec. 133, BCA).

In excess of \$20,000 the franchise tax per \$1,000.00 is as follows: Jan., \$0.75; Feb., .7084; March, .6667; April, .625; May, .5834; June, .5417; July, .50; Aug., .4584; Sept., .4671; Oct., .375; Nov., .3334; Dec., .2917.

All shares issued in excess of the amount mentioned in Article Six of this application must be reported within 60 days from date of issuance thereof, and franchise tax and license fee paid thereon; otherwise, the corporation is subject to a penalty of 1% for each month on the amount until reported and subject to a fine not to exceed \$500.00.

The same fees are required for a subsequent issue of shares except the filing fee is \$1.00 instead of \$20.00.

**FILED**

OCT 27 1961

*Charles S. Carpenter*  
 Secretary of State



To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of amendment to the Articles of Incorporation duly signed and verified of

DAYEURN CHEMICAL COMPANY

have been filed in the Office of the Secretary of State, on the 19th day of April A. D. 19<sup>63</sup>, as provided by "THE BUSINESS CORPORATION ACT" of Illinois, in force July 13, A. D. 1933.

Now Therefore, I, CHARLES F. CARPENTIER, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate of amendment and attach thereto a copy of the Articles of Amendment to the Articles of Incorporation of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand, and cause to be affixed the Great Seal of the State of Illinois,  
Done at the City of Springfield this 19th day of April A. D. 19<sup>63</sup> and of the Independence of the United States the one hundred and 87th.

(SEAL)

Charles F. Carpentier

SECRETARY OF STATE.

(Do not write in this space)

Date Paid 4-19-63  
 License Fee \$  
 Franchise Tax \$  
 Filing Fee \$ 20.00  
 Clerk J.P.

(File in Duplicate)

**ARTICLES OF AMENDMENT  
 TO THE  
 ARTICLES OF INCORPORATION  
 OF**

DAYBURN CHEMICAL COMPANY  
 (Exact Corporate Name)

To CHARLES F. CARPENTIER,  
 Secretary of State  
 Springfield, Illinois

PAID  
 APR 19 1963  
 C. S. Carpenter  
 Secretary of State

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

ARTICLE FIRST: The name of the corporation is:

DAYBURN CHEMICAL COMPANY

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois:

RESOLVED, that the name of this Corporation be changed from Dayburn Chemical Company to Sonford Chemical Company, and that the President and Secretary of this Corporation are hereby authorized and directed to file a Certificate with the Secretary of State of Illinois, changing the name of this Corporation to Sonford Chemical Company.



3

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was 44,000; and the number of shares of each class entitled to vote as a class on the adoption of said amendment or amendments, and the designation of each such class were as follows:

Class	Number of Shares
Common	44,000

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was 44,000; and the number of shares voted against said amendment or amendments was None. The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class	Number of Shares Voted	
	For	Against
Common	44,000	None

(Disregard these items unless the amendment restates the articles of incorporation.)

Item 1. On the date of the adoption of this amendment restating the articles of incorporation, the corporation had \_\_\_\_\_ shares issued, itemized as follows:

Class	Series (If Any)	Number of Shares	Par value per share or statement that shares are without par value
-------	--------------------	---------------------	---

Item 2. On the date of the adoption of this amendment restating the articles of incorporation, the corporation had a stated capital of \$ \_\_\_\_\_ and a paid-in surplus of \$ \_\_\_\_\_ or a total of \$ \_\_\_\_\_.

4-25-67

(Disregard this Article where this amendment contains no such provisions.)

ARTICLE FIFTH: The manner in which the exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for in, or effected by, this amendment, is as follows:

(Disregard this Paragraph where amendment does not affect stated capital or paid-in surplus.)

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effect a change in the amount of stated capital or the amount of paid-in surplus, or both, is as follows:

(Disregard this Paragraph where amendment does not affect stated capital or paid-in surplus.)

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by this amendment are as follows:

	Before Amendment	After Amendment
Stated capital. . . . .	\$ 220, 000. 00	\$ 220, 000. 00
Paid-in surplus. . . . .	\$	\$

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its \_\_\_\_\_ President, and its corporate seal to be hereto affixed, attested by its \_\_\_\_\_ Secretary, this 17th day of April, 19 63.

PLACE  
(CORPORATE SEAL)  
HERE.

DAYBURN CHEMICAL COMPANY

(Exact Corporate Name)

By

Its

President

ATTEST:

Its

Secretary

STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, Geraldine E. Nage, a Notary Public, do hereby certify that on the 17 day of April, 19 63, David B. Hatcher personally appeared before me and, being first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Notary Public

PLACE  
(NOTARIAL SEAL)  
HERE

Change of Name

DAYBURN CHEMICAL COMPANY

FILED

APR 19 1963

Charles S. Chappin  
Secretary of State.

FILE IN DUPLICATE

Filing Fee \$20.00

Filing Fee for Re-Statd Articles \$50.00

(26433-20M-11-60)



To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of amendment to the Articles of Incorporation  
duly signed and verified of \_\_\_\_\_  
SONFORD CHEMICAL COMPANY

have been filed in the Office of the Secretary of State on the \_\_\_\_\_ 9th  
day of \_\_\_\_\_ October \_\_\_\_\_ A. D. 19 68, as provided by "THE BUSINESS  
CORPORATION ACT" of Illinois, in force July 13, A. D. 1933.

Now Therefore, I, PAUL POWELL, Secretary of State of the State of Illinois,  
by virtue of the powers vested in me by law, do hereby issue this certificate of  
amendment and attach thereto a copy of the Articles of Amendment to  
the Articles of Incorporation of the aforesaid corporation.

In Testimony Whereof, Thereto set my hand and cause to  
be affixed the Great Seal of the State of Illinois,  
Done at the City of Springfield this \_\_\_\_\_ 9th  
day of \_\_\_\_\_ October \_\_\_\_\_ A. D. 19 68 and  
of the Independence of the United States  
the one hundred and \_\_\_\_\_ 93rd.

(SEAL)

Paul Powell

2-4491

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF

10-9-68  
F.F. 25, 00  
J.D.

1974 13

SONFORD CHEMICAL COMPANY

To PAUL POWELL  
Secretary of State  
Springfield, Illinois

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

ARTICLE FIRST: The name of the corporation is:

SONFORD CHEMICAL COMPANY

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois:

RESOLVED, that the number of authorized shares of Common Stock is hereby increased from 50,000 shares to 85,000 shares.

RESOLVED, that the preemptive rights of all holders of Common Stock now or hereafter authorized and outstanding shall be denied

- (1) With regard to the issuance of \$650,000 principal amount of 8% subordinated convertible debentures to Capital Southwest Corporation pursuant to a Loan Agreement approved by the Board of Directors, as such Agreement may be properly amended under Board authority and
- (2) With regard to the issuance at any time of up to a maximum of 31,000 shares of Common Stock (adjusted for any stock splits, stock dividends, and recapitalizations) pursuant to the conversion of up to \$250,000 principal amount of such debentures in accordance with the terms of such Loan Agreement.

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was 44,900; and the number of shares of each class entitled to vote as a class on the adoption of said amendment or amendments, and the designation of each such class were as follows:

Class	Number of Shares
Common	44,900

(100 Treasury Shares)

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was 33,300; and the number of shares voted against said amendment or amendments was None. The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class	Number of Shares Voted	
	For	Against
Common	33,300	None

4-44.91

Articles of Amendment to the  
Articles of Incorporation - Page 3

ARTICLE FIFTH: The manner in which the exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for in, or effected by, this amendment, is as follows: None

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effect a change in the amount of stated capital or the amount of paid-in surplus, or both, is as follows: None

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by this amendment are as follows: Not Applicable

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President, and its corporate seal to be hereto affixed, attested by its Secretary, this 7th day of October, 1968.

SONFORD CHEMICAL COMPANY  
By David B. Hatcher  
Its President

ATTEST

David B. Hatcher  
Its Secretary

STATE OF TEXAS                    )  
COUNTY OF JEFFERSON        ) ss.

I, Ina K. Rogers, a Notary Public, do hereby certify that on the 7th day of October, 1968, David B. Hatcher personally appeared before me and, being first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

4142 - 617

**FILED**

OCT 9 1968

*Paul Powell*  
Secretary of State

16

2-11-71





To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of MERGER duly signed and verified of IDACON, INC., a Texas corporation, merged into SONFORD CHEMICAL COMPANY, an Illinois corporation, and name of surviving corporation changed to IDACON, INC.

have been filed in the Office of the Secretary of State on the 12th day of September A.D. 1974, as provided by "THE BUSINESS CORPORATION ACT" of Illinois in force July 12, A.D. 1933, as amended;

Now Therefore, I, ~~JOHN W. LEWIS~~ <sup>Michael J. Howlett</sup> Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate of MERGER and attach thereto a copy of the Articles of MERGER of the aforesaid corporation.

In Testimony Whereof, Thereto set my hand and cause to be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield this 12th day of September AD 1974 and of the Independence of the United States the one hundred and 99th

(SEAL)

Michael J. Howlett

4142-617-9

(Do not write in this space)

ARTICLES OF MERGER  
OF DOMESTIC AND FOREIGN  
CORPORATION  
(Strike Inapplicable Words)

Date Paid

Filing Fee

Clerk

\$

MICHAEL J. HOWLETT

To PAUL POWELL, Secretary of State,

The undersigned corporations, pursuant to Section 69a of "The Business Corporation Act" of the State of Illinois, hereby execute the following articles of merger consolidation :

## ARTICLE ONE

The names of the corporations proposing to merge and the names of the States under the laws of which such corporations are organized, are as follows:

Name of Corporation

State of Incorporation

SONFORD CHEMICAL COMPANY

ILLINOIS

IDACON, INC.

TEXAS

5746 18

PAID

SEP 16 1974

## ARTICLE TWO

The laws of Texas the State under which such foreign corporation is organized, permit such merger consolidation

## ARTICLE THREE

The name of the surviving corporation shall be IDACON, INC.  
and it shall be governed by the laws of the State of ILLINOIS

## ARTICLE FOUR

The plan of merger consolidation is as follows:

NOTE PLAN OF MERGER ATTACHED

2681

## PLAN OF MERGER

### SONFORD CHEMICAL COMPANY AND IDACON, INC.

Pursuant to the authority vested in the Boards of Directors of Sonford Chemical Company, an Illinois corporation, and Idacon, Inc., a Texas corporation, agreement has been reached that these two corporations will merge.

Provisions of the merger will be as follows:

1 - NAMES OF THE CORPORATIONS TO BE MERGED:

Sonford Chemical Company and Idacon, Inc.

2 - SURVIVING CORPORATION:

Sonford Chemical Company - which corporation's name is to be changed to Idacon, Inc.

3 - TERMS AND CONDITIONS OF PROPOSED MERGER:

Upon majority vote of the Boards of Directors of both corporations, shareholder meetings of both corporations shall be called effective September 30, 1973, and upon two-thirds vote of the shareholders of both corporations as required by Illinois and Texas statutes, the Board of Directors of Idacon, Inc. shall submit resignations in writing to be placed in the minute book of Sonford Chemical Company and all shareholders of Idacon, Inc. will submit their shares to the Secretary of Sonford Chemical Company. Thereafter, shares of Sonford Chemical Company will be issued to the shareholders of Idacon, Inc. as follows: Each share of Idacon, Inc. so submitted will yield five shares of Sonford Chemical Company, except that no fractional shares shall be issued. Shares so transferred will carry all normal rights of common shares now outstanding in Sonford Chemical Company. They will have equal voting rights and therefore the shareholders of Idacon, Inc. will take their place on an equal status with the shareholders of Sonford Chemical Company. Preemptive rights of the shareholders now existing in Sonford Chemical Company will be allowed with any rights to a fractional share giving the holder thereof the right to purchase the full share. No fractional shares may be purchased. Thus, within normal time limits allowed, any shareholder of Sonford Chemical Company wishing to maintain his prorata percentage

4  
2681

portion of the company will file with the company written request for shares sufficient to maintain that position. Upon request in writing of such exercise of preemptive rights, the Secretary of Sonford Chemical Company will cause to be issued to the shareholder so requesting shares sufficient to allow maintenance of the shareholder's position. Compensation for the shares so issued will be their par value, \$5.00 (Five Dollars) per share, said consideration to accompany the shareholder's request and be in the form of a cashier's check. The terms "normal rights" and "normal time limits" are those rights and time limits designated by the existing Articles of Incorporation and By-Laws of Sonford Chemical Company as they exist at this time and prior to the merger.

In addition to five (5) shares of Sonford Chemical Company for each one (1) share of Idacon, Inc. stock surrendered, the stockholders of Idacon, Inc. shall receive an option to purchase one hundred (100) shares of the common stock of Sonford Chemical Company in return for each share of Idacon, Inc. surrendered. The option price shall be Ten Cents (\$0.10) per share. If not previously exercised, these options shall expire at the close of business on July 31, 1980. These shares, when issued, shall stand as equal in all respects to shares of common stock previously issued. The options received by the stockholders of Idacon, Inc. may be exercised in whole or in part at any time prior to their expiration by registered letter from the then legal owners of the options accompanied by a cashier's check in full payment therefor. The shares under option shall be issued from currently authorized stock upon receipt of the registered letter exercising said option and shall be fully transferable by registered letter to the Secretary of the Company.

4. - CONVERSION RATIOS:

One (1) share of Idacon, Inc. for each five (5) shares of Sonford Chemical Company.

5. - CHANGES IN THE ARTICLES OF INCORPORATION OF THE SURVIVING CORPORATION:

Since Sonford Chemical Company, an Illinois corporation, will be the surviving corporation after this merger, the Articles of Incorporation of Sonford Chemical Company must be maintained so as to comply with both the laws of the State of Illinois and the State of Texas. This fact is recognized by the Boards of Directors of both corporations and the intention to comply therewith is the

5  
2681

intention of both Boards of Directors. Sonford Chemical Company now does business in the State of Texas and it is assumed that its Articles of Incorporation and By-Laws comply with the State's necessities. Therefore, the Articles of Incorporation as stated will remain unchanged except for the provisions contained in this Plan of Merger. Normal amendment under Illinois law being the same as amendment of the Articles of Incorporation under Texas law, requiring two-thirds (2/3rds) vote of the shareholders of the corporation, allowing amendment of the Articles so as to eliminate preemptive rights, and two-thirds (2/3rds) vote being necessary of both corporations' shareholders in order for this merger to take place, it is recognized and accepted that the two-thirds (2/3rds) vote involved herein will suffice to allow amendment of the Articles to coincide with merger. It is therefore, declared that the Articles of Incorporation and By-Laws of Sonford Chemical Company, the surviving corporation in this merger, will provide that preemptive rights of shareholders for future transactions shall be and are by ratification hereof in all respects eliminated relevant to all surviving shares of Sonford Chemical Company.

5 - GENERAL STATEMENTS DEEMED NECESSARY AND DESIRABLE:

- (a) Both corporations agree that the Illinois corporation will have full control over all business of both corporations, beginning October 1, 1973 and will continue to control joint business operations until such time as a merger can become effective, with all income accruing to the operating company.
- (b) The designated Officer to represent both corporations in the filing of all necessary papers with both of the Secretaries of State of Illinois and State of Texas shall be David B. Hatcher.
- (c) Audrey F. Hatcher shall be designated as the proper party to send notices to all shareholders of both corporations. She will comply with the statutory requirements of both states involved, i.e. Illinois and Texas.
- (d) Should any part of this Plan of Merger violate either the laws of the State of Illinois or the State of Texas in any way, it is hereby specifically agreed by the Board of Directors of both corporations that the remainder of this Plan of Merger shall remain in full force and effect and the merger will in no way be invalidated as regards the surviving part or parts of this agreement.

PLAN OF MERGER

- 4 -

(e) The name of Sonford Chemical Company is changed to Idacon, Inc.

(f) The offices of and the registered address of Idacon, Inc. (formerly Sonford Chemical Company) for acceptance of service in the State of Texas is 8433 Katy Freeway, Houston, Texas 77024. The registered agent is David B. Hatcher.

(g) The registered agent and address of Idacon, Inc. (formerly Sonford Chemical Company) for acceptance of service in the State of Illinois is the C. T. Corporation System, 208 South LaSalle Street, Chicago, Illinois 60604.

IDACON, INC.

David B. Hatcher

David B. Hatcher, Director and  
Shareholder

Audrey F. Hatcher

Audrey F. Hatcher, Director

Ina K. McWhorter

Ina K. McWhorter, Director

SONFORD CHEMICAL COMPANY

David B. Hatcher

David B. Hatcher, Director and  
Shareholder

Audrey F. Hatcher

Audrey F. Hatcher, Director and  
Shareholder

Ina K. McWhorter

Ina K. McWhorter, Director

Ralph N. Olson, Shareholder

## ARTICLE FIVE

As to each corporation, the number of shares outstanding, the number of shares entitled to vote, and the number and designation of the shares of any class entitled to vote as a class, are:

Name of Corporation	Total Number of Shares Outstanding	Total Number of Shares Entitled to Vote	Designation of Class Entitled to Vote as a Class (if any)	Number of Shares of Such Class (if any)
SONFORD CHEMICAL COMPANY	45,700	39,000	Common	39,000
IDACON, INC.	1,000	1,000	Common	1,000

NOTE: Although Sonford Chemical Company had 45,700 shares of stock issued, only 39,000 were entitled to vote inasmuch as 6,700 shares were held in the Treasury.

## ARTICLE SIX

As to each corporation, the number of shares voted for and against the plan, respectively, and the number of shares of any class entitled to vote as a class voted for and against the plan, are:

Name of Corporation	Total Shares Voted for	Total Shares Voted Against	Class	Shares Voted for	Shares Voted Against
SONFORD CHEMICAL COMPANY	38,000	-0-	Common	38,000	-0-
IDACON, INC.	1,000	-0-	Common	1,000	-0-

(Note: Only one class of stock in each corporation).

## ARTICLE SEVEN

All provisions of the laws of the State of Illinois and the State of TEXAS

~~applicable to the proposed~~ <sup>merger</sup> ~~consolidation~~ have been complied with.

# ARTICLE EIGHT

(Delete this article if surviving or new corporation is to be governed by the laws of the State of Illinois.)

9/26/81

It is agreed that, upon and after the issuance of a certificate of ~~consolidation~~<sup>merger</sup> by the Secretary of State of the State of Illinois:

1. The ~~new~~<sup>surviving</sup> corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the ~~consolidation~~<sup>merger</sup> and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving or new corporation;

2. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the ~~new~~<sup>surviving</sup> corporation to accept service of process in any such proceedings; and

3. The ~~new~~<sup>surviving</sup> corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the ~~consolidation~~<sup>merger</sup> the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act" of the State of Illinois with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF each of the undersigned corporations has caused these articles of ~~consolidation~~<sup>merger</sup> to be executed in its name by its president or vice president and its corporate seal to be hereunto affixed, attested by its secretary or assistant secretary, this 25<sup>th</sup> day of July, 1974

Place  
(Corporate Seal)  
Here

Leibert Chemical Company  
By David B. Hatcher

Its President  
~~Vice President~~

ATTEST:

Chas. H. McWhorter  
Its Secretary  
~~Assistant Secretary~~

Place  
(Corporate Seal)  
Here

Leibert Chemical Company  
By David B. Hatcher

Its President  
~~Vice President~~

ATTEST:

Chas. H. McWhorter  
Its Secretary  
~~Assistant Secretary~~

(over)



STATE OF TEXAS           X  
COUNTY OF HARRIS       X

I, Elaine King, a Notary Public do hereby certify that on the 11<sup>th</sup> day of September, A.D. 1974, personally appeared before me David B. Hatcher who declares that he is a Director and Shareholder of both Sonford Chemical Company and Idacon, Inc., the two corporations executing the foregoing Plan of Merger, and being first duly sworn, acknowledged that he signed the foregoing Plan of Merger in the capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Elaine King  
Notary Public In and for Harris County, Texas  
ELAINE KING  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1975

STATE OF TEXAS           X  
COUNTY OF HARRIS       X

I, Elaine King, a Notary Public do hereby certify that on the 11<sup>th</sup> day of September, A.D. 1974, personally appeared before me Audrey F. Hatcher who declares that she is a Director of Idacon, Inc. and a Director and Shareholder of Sonford Chemical Company, the two corporations executing the foregoing Plan of Merger, and being first duly sworn, acknowledged that she signed the foregoing Plan of Merger in the capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Elaine King  
Notary Public In and for Harris County, Texas  
ELAINE KING  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1975

STATE OF TEXAS           X  
COUNTY OF HARRIS       X

I, Elaine King, a Notary Public do hereby certify that on the 11<sup>th</sup> day of September, A.D. 1974, personally appeared before me Ina K. McWhorter who declares that she is a Director of both Sonford Chemical Company and Idacon, Inc., the two corporations executing the foregoing Plan of Merger and being first duly sworn, acknowledged that she signed the foregoing Plan of Merger in the capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Elaine King  
Notary Public In and for Harris County, Texas  
ELAINE KING  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1975

STATE OF TEXAS  
COUNTY OF HARRIS

ss.

I, Elaine King, a Notary Public, do hereby certify that on the 25th day of July, A.D. 1974, personally appeared before me David B. Hatcher

who declares that he is the Sonford Chemical President of Sonford Chemical, one of the corporations executing the foregoing documents, and being first duly sworn, acknowledged that he signed the foregoing articles of merger consolidation in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Place  
(Notarial Seal)  
Here

Elaine King  
Notary Public  
ELAINE KING  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1975

STATE OF TEXAS  
COUNTY OF HARRIS

ss.

I, Elaine King, a Notary Public, do hereby certify that on the 25th day of July, A.D. 1974, personally appeared before me David B. Hatcher

who declares that he is the Idacon Inc President of Idacon Inc, one of the corporations executing the foregoing documents, and being first duly sworn, acknowledged that he signed the foregoing articles of merger consolidation in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Place  
(Notarial Seal)  
Here

Elaine King  
Notary Public  
ELAINE KING  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1975

Form BCA-69a

File 1129

ARTICLES OF

MERGER

~~XXXXXXXXXXXX~~

OF

SONFORD CHEMICAL COMPANY

and

IDACON, INC.

**FILED**

SEP 12 1974

Michael J. Howlett

Secretary of State

(File in Duplicate)

Filing Fee \$100.00

If merger involves more than two corporations, \$50.00 for each additional corporation.



**Wherras,** ARTICLES OF AMENDMENT TO THE ARTICLES OF  
INCORPORATION OF

IDAICON, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

*Now Therefore, I, Jim Edgar, Secretary of State of the State  
of Illinois, by virtue of the powers vested in me by law, do hereby  
issue this certificate and attach hereto a copy of the Application  
of the aforesaid corporation.*

**In Testimony Whereof,** *I hereto set my hand and cause to  
be affixed the Great Seal of the State of Illinois.*

*at the City of Springfield, this* 17TH  
*day of* JANUARY *AD* 19 86 *and*  
*of the Independence of the United States*  
*the two hundred and* 10TH.



*Jim Edgar*  
\_\_\_\_\_  
SECRETARY OF STATE

Submit in Duplicate

Remit payment in Check or Money  
Order, payable to "Secretary of  
State".

DO NOT SEND CASH!

JIM EDGAR  
Secretary of State  
State of Illinois

ARTICLES OF AMENDMENT

File # 4142-677-9

This Space For Use By Secretary of State	
Date	1-17-86
License Fee	\$
Franchise Tax	\$ 75-
Filing Fee	\$
Clerk	134

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

**ARTICLE ONE** The name of the corporation is Idacon, Inc.  
(Note 1)

**ARTICLE TWO** The following amendment of the Articles of Incorporation was adopted on January 8,  
1986 in the manner indicated below. ("X" one box only.)

☐ By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment;  
(Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment;  
(Note 3)

☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment;  
(Note 4)

☒ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10;  
(Note 4)

☐ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors have been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment.  
(Note 4)

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is: **RESOLVED**, that the Articles of Incorporation be amended to read as follows:)

(NEW NAME)

**Page 2**  
**Resolution**

RESOLVED, that pursuant to Section 10.30 of the Illinois Business Corporation Act, Article Five of the Company's Articles of Incorporation be and hereby are amended to reflect that the par value of the authorized and issued common stock of the Company is changed from \$5.00 to \$0.50;

RESOLVED FURTHER, that such Articles shall further reflect that each share of common stock, \$5.00 par value, of the Company validly issued and outstanding on the effective date of this Amendment is hereby reclassified into ten shares of common stock, \$0.50 par value, thereby effecting a ten-for-one split of each share of issued common stock.

**ARTICLE THREE** The manner in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: (If not applicable, insert "No change")

The par value of the authorized and issued common stock of Idacon, Inc. is changed from \$5.00 to \$0.50. Each share of common stock, \$5.00 par value, of Idacon, Inc. validly issued and outstanding on the effective date of this Amendment to the Articles of Incorporation is hereby reclassified into ten shares of common stock, \$0.50 par value, thereby effecting a ten-for-one split of each share of issued common stock.

**ARTICLE FOUR** (a) The manner in which said amendment effects a change in the amount of paid-in capital\* is as follows: (If not applicable, insert "No change")

No Change

(b) The amount of paid-in capital\* as changed by this amendment is as follows: (If not applicable, insert "No change")

No Change

	Before Amendment	After Amendment
Paid-in Capital	\$ _____	\$ _____

The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated January 3, 19 86

Idacon, Inc.

(Exact Name of Corporation)

attested by

Maureen M. Gilroy

(Signature of Secretary or Assistant Secretary)

Maureen M. Gilroy

Secretary

(Type or Print Name and Title)

by

David L. Hatcher

(Signature of President or Vice President)

David L. Hatcher

President

(Type or Print Name and Title)

\*"Paid-in Capital" replaces the terms Stated Capital & Paid-in Surplus and is equal to the total of these accounts.

**NOTES and INSTRUCTIONS**

- NOTE 1: State the true exact corporate name as it appears on the records of the office of the Secretary of State, BEFORE any amendments herein reported.
- NOTE 2: Incorporators are permitted to adopt amendments ONLY before any shares have been issued and before any directors have been named or elected. (§ 10.10)
- NOTE 3: Directors may adopt amendments without shareholder approval in only six instances, as follows:  
 (a) to remove the names and addresses of directors named in the articles of incorporation;  
 (b) to remove the name and address of the initial registered agent and registered office, provided a statement pursuant to § 5.10 is also filed;  
 (c) to split the issued whole shares and unissued authorized shares by multiplying them by a whole number, so long as no class or series is adversely affected thereby;  
 (d) to change the corporate name by substituting the word "corporation", "incorporated", "company", "limited", or the abbreviation "corp.", "inc.", "co.", or "ltd." for a similar word or abbreviation in the name, or by adding a geographical attribution to the name;  
 (e) to reduce the authorized shares of any class pursuant to a cancellation statement filed in accordance with § 9.05,  
 (f) to restate the articles of incorporation as currently amended. (§ 10.15)
- NOTE 4: All amendments not adopted under § 10.10 or § 10.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the shareholders approve the amendment.
- Shareholder approval may be (1) by vote at a shareholders' meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.
- To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding shares entitled to vote on the amendment (*but if class voting applies, then also at least a 2/3 vote within each class is required*).
- The articles of incorporation may supercede the 2/3 vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding shares entitled to vote and not less than a majority within each class when class voting applies. (§ 10.20)
- NOTE 5: When shareholder approval is by written consent, all shareholders must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, shareholders who have not signed the consent must be promptly notified of the passage of the amendment. (§§ 7.10 & 10.20)

Form BCA-10.30

File No.

**ARTICLES OF AMENDMENT**

Filing Fee \$25.00

Filing Fee for Re-Stated Articles \$100.00

**FILED**

JAN 17 1986

JIM EDGAR  
Secretary of State

RETURN TO:

Corporation Department  
Secretary of State  
Springfield, Illinois 62756  
Telephone 217 — 782-6961

JAN 21 1986

## ACQUISITION AGREEMENT

ACQUISITION AGREEMENT ("Agreement"), dated as of the 1st day of May, 1988, between Idacon, Inc., an Illinois corporation ("Idacon"), and KMG Services, Inc., a Texas corporation ("KMG");

### W I T N E S S E T H:

WHEREAS, Idacon desires to sell certain of its assets ("Idacon Assets") more fully described on Schedule A attached hereto; and

WHEREAS, KMG desires to acquire the Idacon Assets, all as provided in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, Idacon and KMG agree as follows:

#### 1. ACQUISITION.

1.1 Property Received by KMG. Idacon agrees to deliver to KMG as of the Effective Date (as defined in Section 2 hereof) title to the Idacon Assets more fully described on Schedule A attached hereto.

1.2 Purchase Price. The purchase price for the Idacon Assets ("Purchase Price") is \$1,629,829.48 as set forth on Schedule A, payable by KMG paying \$365,553.05 in cash to Idacon at the closing and the balance of the purchase price shall be paid by KMG assuming and agreeing to pay, perform and discharge the obligations set forth on Schedule A and certain other indebtedness described in this Section 1.2. The Idacon Assets are being transferred in consideration of KMG assuming and agreeing to pay indebtedness of Idacon represented by (w) accounts payable on Schedule A of \$25,805.59; (x) Washington State excise taxes on Schedule "A" of \$424.87; (y) truck rental obligations on Schedule A of \$158,483.76; and (z) the outstanding balance of (i) that certain Renewal Revolving Credit Promissory Note, executed February 25, 1987 (effective December 10, 1986), by Idacon payable to SIB International Bancorp, Inc. ("SIB"), in the original principal amount of \$1,000,000 ("Second Renewal Note"), which renewed, extended, modified and rearranged that certain promissory note dated effective February 14, 1986, and executed by Idacon to SIB in the original principal amount of \$1,000,000 ("First Renewal Note"), a portion of which First Renewal Note constituted a renewal, rearrangement, extension and modification of that certain promissory note dated December 10,



1984, executed by Idacon to SIB, in the original principal amount of \$700,000 and (ii) that certain promissory note executed February 25, 1987 (effective December 10, 1986) by Idacon payable to SIB in the original principal amount of \$500,000 ("Financing Note"). The Second Renewal Note is secured by liens, security interests and mortgages created pursuant to that certain Security Agreement-Pledge of even date ("Security Agreement"). Idacon is subject to certain restrictions concerning the sale assignment or transfer of the Idacon Assets as set forth in that certain Loan Agreement dated December 10, 1984, and that certain First Amendment to Loan Agreement dated effective February 14, 1986, between Idacon and SIB (collectively, the "Loan Agreements"). The Security Agreement and the Loan Agreements are sometimes hereinafter referred to as the "Security Instruments". The terms and conditions of the Security Instruments also require Idacon to obtain the consent of SIB prior to the sale, assignment or transfer of the Idacon Assets. Idacon and KMG acknowledge and agree that the consent of SIB shall not be obtained by Idacon prior to the Closing Date and that the consummation of the transactions contemplated herein will constitute a breach or default under the terms and conditions of the Security Instruments and the Second Renewal Note. KMG agrees that it will obtain financing, on terms and conditions acceptable to KMG, in an amount sufficient to pay all outstanding principal and interest owing on the Second Renewal Note on the Closing Date. Idacon represents and warrants to KMG that as of the Effective Date, the outstanding balance, principal and interest, owing on the Second Renewal Note and the Financing Note is \$1,079,562.21.

1.3 Liabilities and Obligations Not Assumed. KMG shall not be obligated to pay any liabilities or discharge any obligations except those specifically assumed under this Agreement as set forth in Section 1.2 and on Schedule A and, without limitation, KMG shall not assume, pay, perform, or discharge:

- (i) Liabilities or obligations of Idacon under or with respect to any transactions occurring after the Effective Date, except as provided in Section 2.2;
- (ii) Liabilities or obligations of Idacon under any applicable federal, state or local laws, ordinances or regulations arising out of or related to any transactions occurring before the Effective Date respecting pentachlorophenol and any substances defined as or included within the definition of "hazardous substances", "hazardous waste", "acutely hazardous waste", "hazardous materials", or "toxic substances" under any of such laws, ordinances or regulations.

- (iii) Liabilities or obligations of Idacon to KMG created by this Agreement.

## 2. CLOSING.

2.1 Closing Date. The closing shall take place at the offices of Idacon, 10611 Harwin, Ste. 400, Houston, Texas 77036, at 10:00 a.m. (C.D.T.), July 14, 1988, or at such other time and date as KMG and Idacon may in writing designate ("Closing Date") but shall be effective as of May 1, 1988 ("Effective Date");

2.2 Proration of Revenues and Expenses. All revenues generated from the Idacon Assets on or after the Effective Date will be the exclusive property of KMG, and at the Closing, Idacon shall pay to KMG the aggregate amount of any such revenues received by Idacon prior to the Closing. Any such revenues received by Idacon from time to time after the Closing will be immediately endorsed by Idacon to the order of KMG and delivered to KMG in the form received by Idacon, and Idacon shall hold any money, checks, drafts or other instruments in trust for the benefit of KMG. KMG will be responsible for and will pay all expenses pertaining to operation and maintenance of the Idacon Assets, including capital expenditures, incurred after the Effective Date, and will reimburse to Idacon any such expenses paid between the Effective Date and the Closing Date. KMG will not be responsible for, and Idacon will not be entitled to reimbursement for, any expenses incurred prior to the Effective Date (whether or not paid by Idacon thereafter). Upon receipt of any request for payment of any such expense or capital expenditures which is properly payable by Idacon hereunder, KMG will advise Idacon of such request, and Idacon will promptly pay the same, provided that KMG, at its sole option, without any obligation to do so, may pay such expense or capital expenditures, whereupon KMG shall be entitled to reimbursement of any amounts so advanced together with interest thereon at the rate of ten percent (10%) per annum from the date paid by KMG until repaid by Idacon.

2.3 Instruments of Conveyance and Transfer. Idacon shall, at its sole cost and expense, convey, transfer, and assign title to the Idacon Assets to KMG as herein provided, by general warranty deeds, bills of sale, endorsements, assignments, drafts, checks, and other instruments of transfer and conveyance in such form as shall be effective to transfer the Idacon Assets as contemplated by this Agreement and as shall reasonably be required by KMG or its counsel.

2.4 Sales and Transfer Taxes and Fees. All applicable sales, transfer, documentary, recordation, use, filing, and other taxes and fees that may be due or payable as a result of the

conveyance, assignment, transfer, or delivery of the Idacon Assets to be conveyed and transferred as provided herein whether levied on Idacon or KMG shall be borne by Idacon. That portion of the Idacon Assets which constitutes inventory is being transferred for resale to customers by KMG in the ordinary course of business.

2.5 Further Assurances. Idacon agrees that it will, at any time and from time to time after the Effective Date and at its sole cost and expense, upon request of KMG, do, execute, acknowledge, and deliver or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may in KMG's reasonable opinion be necessary or advisable to confirm KMG's title to and interest in or to enable it to deal with and dispose of, any of the Idacon Assets to be conveyed, transferred, and delivered by Idacon to KMG under this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF Idacon. Idacon represents and warrants as follows:

3.1 Existence and Good Standing. Idacon is a corporation duly organized and validly existing in good standing under the laws of the State of Illinois.

3.2 Condition of Idacon Assets. All of the Idacon Assets are and will on the Effective Date be in good repair and workman-like condition in accordance with industry standards.

3.3 Contracts and Agreements. Idacon has delivered to KMG an accurate list (Schedule B) of all material contracts and agreements to which the Idacon Assets are bound and has delivered true copies of such agreements (or in the case of material oral agreements, written memoranda containing the material provisions thereof) to KMG. All of such contracts and agreements are in full force and effect and no party thereto is in default thereunder and, except as described in Section 1.2 with respect to the Second Renewal Note and the Security Instruments, the transactions contemplated herein shall not violate any of the terms of such contracts. In the reasonable opinion of management of Idacon, none of such contracts or agreements unduly burdens or restricts the Idacon Assets in the ordinary course of their operation. Idacon has complied with all material commitments and obligations under all such contracts and agreements.

3.4 Insurance. Idacon has delivered to KMG an accurate list (Schedule C) of all insurance policies carried by Idacon regarding the Idacon Assets. Such insurance policies are adequate in character and amount, are with reputable insurers and are in full force and effect and shall remain in effect until the Closing Date.

3.5 Laws and Regulations; Litigation. With respect to the Idacon Assets, Idacon is not in default under any law or regulation, or under any order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality having jurisdiction over Idacon and there are no undisclosed claims, actions, suits or proceedings pending or threatened against or affecting Idacon, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality having jurisdiction over Idacon. Idacon has conducted and is conducting its business with respect to the Idacon Assets, in compliance with, and is in compliance with the requirements, standards, criteria and conditions set forth in, applicable federal, state and local statutes, ordinances, permits, licenses, orders, approvals, variances, rules and regulations and is not in violation of any of the foregoing and has incurred no liability under the foregoing which might materially and adversely affect the Idacon Assets.

3.6 Taxes. Idacon has filed or will file all requisite federal, state and other tax returns which are due for all fiscal periods ended on or before the Closing Date and there are no claims against the Idacon Assets for federal, state, local or other taxes for any period or periods prior to and including the Effective Date.

3.7 Consents. Idacon has delivered to KMG an accurate list (Schedule D) of all persons or entities whose consent, approval, waiver, or permit is required in connection with the transactions provided for herein.

3.8 No Brokers. All negotiations relative to this Agreement and the transactions contemplated herein have been carried on by Idacon or its counsel directly with KMG or its counsel, and neither Idacon nor any of its officers, directors, or stockholders is under any obligation or commitment whereby any brokerage or other person's commission or compensation is payable or whereby any claim therefor may be validly made with respect to the transactions contemplated in this Agreement.

3.9 Approval and Authorization. The execution and delivery of this Agreement, the performance of the obligations of Idacon hereunder, and consummation of the transactions contemplated herein have been duly authorized by the Board of Directors of Idacon (or by a committee thereof duly empowered so to act). Idacon has full power, authority and legal right to enter into this Agreement and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by Idacon,

the performance of its obligations hereunder and consummation of the transactions contemplated herein will not violate, result in a material breach of, constitute a default under, or require the consent of any other party under any of the terms and provisions of the Idacon Articles of Incorporation or By-laws of Idacon or, except as described in Section 1.2 with respect to the Second Renewal Note and the Security Instruments, of any material contract, agreement or commitment to which Idacon is a party or by which it may be bound.

3.10 No Misleading Statements. This Agreement, the schedules hereto and all other documents and information furnished to KMG and its representatives pursuant hereto do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made and to be made not misleading.

4. REPRESENTATIONS AND WARRANTIES OF KMG. KMG represents and warrants to Idacon that:

4.1 Existence and Good Standing. KMG has been duly incorporated and is validly existing in good standing under the laws of the State of Texas.

4.2 Authorization; No Default. Subject to the provisions of Section 7.4 hereof, the execution and delivery of this Agreement, the performance of the obligations of KMG hereunder, and consummation of the transactions contemplated herein have been duly authorized by the Board of Directors of KMG (or by a committee thereof duly empowered so to act). KMG has full power, authority and legal right to enter into this Agreement and to consummate the transactions contemplated herein. The execution and delivery of this Agreement by KMG the performance of its obligations hereunder and consummation of the transactions contemplated herein will not violate, result in a material breach of, constitute a default under, or require the consent of any other party under any of the terms and provisions of the KMG Certificate of Incorporation or By-laws of KMG or of any material contract, agreement or commitment to which KMG is a party or by which it may be bound.

5. COVENANTS OF IDACON PRIOR TO CLOSING. Between the date of this Agreement and the Closing Date:

5.1 Access; Confidential Information. Idacon will afford to the officers and authorized representatives of KMG access to the facilities, properties, books and records of Idacon and will furnish KMG with such additional information as to the Idacon

Assets as KMG may from time to time reasonably request. Idacon will cooperate with KMG, its representatives and counsel in the preparation of any documents or other material which may be required in connection with any documents or materials required by any governmental agency. KMG will cause all information obtained in connection with the negotiation and performance of this Agreement to be treated as confidential (except such information as KMG may be required to disclose to any governmental agency) and will not use, and will not knowingly permit others to use, any such information in a manner detrimental to Idacon.

5.2 Operations. Idacon shall:

(i) maintain the Idacon Assets in as good working order and condition as at present, ordinary wear and tear excepted;

(ii) perform all its material obligations under agreements relating to or affecting the Idacon Assets;

(iii) with respect to the Idacon Assets, cause to be filed timely all notices, reports or other filings required to be filed with or reported to any federal, state, municipal or other governmental department, commission, board, bureau, agency or any instrumentality of any of the foregoing wherever located with respect to the continuing operations of Idacon; and

(iv) advise KMG promptly in writing of any material change in any document, schedule or other information delivered pursuant to this Agreement; and

5.3 No Change. Idacon will not without the prior written consent of KMG:

(i) enter into any contract or commitment or incur or agree to incur any liability or make any capital expenditures regarding the Idacon Assets except in the normal course of business;

(ii) create, assume or permit to exist any mortgage, pledge or other lien or encumbrance upon the Idacon Assets whether now owned or hereafter acquired; or

(iii) sell, assign, lease or otherwise transfer or dispose of the Idacon Assets.

6. INDEMNIFICATION BY IDACON. Idacon covenants and agrees that it will indemnify and hold harmless KMG at all times from and after the date of this Agreement against:

(i) any federal, state or local tax liability with respect to the Idacon Assets arising out of any period ended on or before the Effective Date;

(ii) any liability or claim against the Idacon Assets arising outside the ordinary course of business prior to the Effective Date;

(iii) any other liability of or claim against the Idacon Assets, whether accrued, absolute, contingent or otherwise, existing at the date of Schedule A, but not reflected on Schedule A;

(iv) any other liability of or claim against the Idacon Assets arising between the date of Schedule A and the Closing Date;

(v) any other misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of Idacon under this Agreement or any misrepresentation in or omission from any list, schedule, certificate, or other instrument furnished or to be furnished to KMG pursuant to the terms of this Agreement; and

(vi) all actions, suits, proceedings, demands, assessments, adjustments, costs and expenses incident to any of the foregoing.

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF KMG. The obligations of KMG hereunder are, at its option, subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

7.1 Accuracy of Representations. The representations and warranties of Idacon contained in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date; all the terms, covenants and conditions of this Agreement to be complied with and performed by Idacon on or before the Closing Date shall have been duly complied with and performed; and a certificate to the foregoing effect dated the Closing Date and signed by a duly authorized agent, the President or any Vice-President of Idacon, shall have been delivered to KMG.

7.2 No Litigation. No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the acquisition by KMG of the Idacon Assets and no governmental agency or body shall have taken any other action or made any request of KMG as a result of which the management of KMG deems it inadvisable to proceed with the transactions contemplated hereunder.

7.3 No Material Adverse Change. No material adverse change in the Idacon Assets shall have occurred, and Idacon shall not have suffered any material loss or damage to any of the Idacon Assets, since the Effective Date, and KMG shall have received a certificate signed by Idacon dated the Closing Date to such effect.

7.4 Approval of Board of Directors. The execution, delivery and performance of this Agreement shall be acceptable to and duly authorized by the Board of Directors of KMG.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF IDACON. The obligations of Idacon hereunder are, at its option, subject to the conditions that:

8.1 Accuracy of Representations. The representations and warranties of KMG contained in this Agreement shall be true on and as of the Closing Date with the same as though such representations and warranties had been made at and as of such date; all of the terms, covenants and conditions of this Agreement to be complied with and performed by KMG on or before the Closing Date shall have been duly complied with and performed; and a certificate to the foregoing effect dated the Closing Date and signed by a duly authorized agent, the President or any Vice President of KMG, shall have been delivered to Idacon.

8.2 Approval of Boards of Directors. The execution, delivery and performance of this Agreement shall be acceptable to and duly authorized by the Board of Directors of Idacon.

9. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Idacon recognizes and acknowledges that it has and will have access to certain confidential information of KMG. Idacon agrees that it will not disclose such confidential information to any person, firm, corporation, association or other entity for any purpose or reason whatsoever, except to authorized representatives of KMG. In the event of a breach or threatened breach by Idacon of the provisions of this paragraph, KMG shall be entitled to an injunction restraining Idacon from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed



as prohibiting KMG from pursuing any other available remedy for such breach or threatened breach, including the recovery of damages.

10. SURVIVAL OF REPRESENTATIONS. The representations, warranties and agreements of the parties contained in this Agreement or in any writing delivered pursuant to the provisions of this Agreement shall survive the consummation of the transactions contemplated hereby and any examination on behalf of such parties. The parties hereto in executing, and in carrying out the provisions of, this Agreement are relying solely on the representations, warranties and agreements contained in this Agreement or in writing delivered pursuant to the provisions of this Agreement or at the Closing of the transactions herein provided for and not upon any representations, warranty, agreement, promise or information, written or oral, made by any person other than as specifically set forth herein and therein.

11. TERMINATION OF AGREEMENT. This Agreement may be terminated in accordance with the following provisions:

11.1 Mutual Consent. The parties hereto may terminate this Agreement at or at any time prior to the Closing Date by their mutual consent.

11.2 Failure to Fulfill Respective Conditions. KMG may terminate this Agreement at the Closing if any of the conditions set forth in Section 7 hereof shall not have been satisfied. Idacon may terminate this Agreement at the Closing if any of the conditions set forth in Section 8 hereof shall not have been satisfied.

11.3 Failure to Perform. KMG may terminate this Agreement at or at any time prior to the Closing if Idacon shall have failed to perform or observe any of its obligations under this Agreement. Idacon may terminate this Agreement at or at any time prior to the Closing if KMG shall have failed to perform or observe any of its obligations under this Agreement.

11.4 Notice and Effect of Termination. Any termination of this Agreement in accordance with the foregoing provisions shall become effective upon the giving of written notice of such termination by the terminating party to the other parties hereto. Upon such termination, the transactions contemplated herein shall forthwith be abandoned and all obligations and liabilities of the parties under or in connection with this Agreement shall be terminated and of no force or effect.

## 12. GENERAL.

12.1 Additional Conveyances. At its sole cost and expense Idacon shall deliver or cause to be delivered on the Closing Date and at such other times and places as shall be reasonably required by KMG, such additional instruments as KMG may reasonably request for the purpose of carrying out this Agreement. Idacon will cooperate and use its best efforts to have the present officers, directors and employees of Idacon cooperate with KMG on and after the Closing Date in furnishing information, evidence, testimony and other assistance in connection with any actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to all periods prior to the Closing Date.

12.2 No Assignment; Successors. This Agreement and the rights of Idacon hereunder may not be assigned (except by operation of law) and shall be binding upon and shall inure to the benefit of the parties hereto, the successors of KMG and the successors of Idacon.

12.3 Entire Agreement. This Agreement (including the Schedules and Annexes hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding between Idacon and KMG and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a duly authorized written instrument executed by Idacon and KMG.

12.4 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12.5 Fees and Expenses. Whether or not the transactions herein contemplated shall be consummated, KMG will pay the fees, expenses and disbursements of KMG and its agents, representatives, and accountants incurred in connection with the subject matter of this Agreement and any amendments thereto. Idacon will pay the fees, expenses and disbursements of Idacon and its agents, representatives, accountants and counsel incurred in connection with the subject matter of this Agreement and any amendments hereto and all other costs and expenses incurred in the performance and compliance with all conditions to be performed by Idacon under this Agreement. Any and all attorneys fees incurred by Idacon or KMG shall be the joint and several liability of Idacon and KMG.

12.6 Jurisdiction and Venue. Idacon and KMG hereby irrevocably submit to the exclusive jurisdiction and venue of the Courts of the State of Texas, Harris County and the United States of America, for any District in Texas, for the purpose of any legal or equitable action or proceeding brought in any such court by KMG or their successors or assigns with respect to or arising out of the transactions contemplated in this Agreement. Idacon and KMG hereby irrevocably consents and agrees that service of all process brought against Idacon or KMG with respect to any such action or proceeding together with the service of any other pleading or paper relating thereto may be made on Idacon or KMG by any method provided by the laws of the State of Texas or by registered mail sent to Idacon or KMG at the address set forth in this Agreement. Such service is hereby acknowledged by Idacon and KMG to be effective and binding in every respect.

12.7 Bulk Sales Laws. Idacon agrees to indemnify KMG and hold it harmless against any liability, costs, expenses, claims and demands of whatever nature, including counsel fees in contesting the same, asserted against KMG or any assignee or nominee acquiring any of the Assets transferred to KMG pursuant to this Agreement, for noncompliance by Idacon or KMG with bulk sales laws, fraudulent conveyance laws or similar laws which may be applicable to the sale or transfer of the assets and properties hereunder.

12.8 Notices. Any notice or communication required or permitted hereunder shall be sufficiently given if sent by first class mail, postage prepaid:

(a) If to Idacon, addressed to it care of:

David L. Hatcher  
Idacon, Inc.  
10611 Harwin, Suite 400  
Houston, Texas 77036

(b) If to KMG, addressed to it care of:

David L. Hatcher  
KMG Services, Inc.  
10611 Harwin, Suite 400  
Houston, Texas 77046

or such address as a party shall notify the other parties hereto in accordance with the provisions hereof.

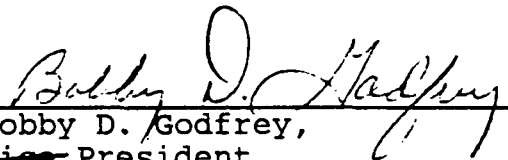
12.9 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement  
as of the day and year first above written.

IDACON, INC.

By:   
David L. Hatcher, President

KMG, INC.

By:   
Bobby D. Godfrey,  
~~Vice~~ President

0688001v.013  
130250/9

April 30, 1988

Acc #	Name	KMG
1100	Accts Rec-Trade	897,183.17
1200	Inventory	470,927.78
1400	Prepaid Insurance	1,117.00
1905	Office/Lab Equip-Alabama	13,748.99
1907	Production Equip-Texas (Husky Tr	592.00
1909	Production Equip-Alabama	400,906.52
1913	Autos - Texas	11,212.00
1915	Autos & Trucks - Alabama	127,179.98
1921	Leasehold Imp - Alabama	35,023.55
1930	Ryder Trucks	70,109.00
1931	Ryder Trucks	71,940.00
1933	Ryder Trucks	71,499.00
----	Accum Deprec - Alabama	(541,609.51)
2200	Accts Payable Transferred	(25,805.59)
2306	Wash State Excise Taxes	(424.87)
2500	Ryder Lease Obligations	(158,483.76)
2500		1,445,115.26

Legend

1100 - Schedules A-2 to A-7  
 1200 - Schedules A-8 to A-9  
 1905 - Schedule A-10  
 1909 - Schedule A-10  
 1913 - Schedule A-10  
 1915 - Schedule A-10  
 1921 - Schedule A-10  
 1930,31,1933 - Schedule A-10  
 Accum. Depreciation Ala - Schedule A-11  
 2200 - Schedule A-12  
 2500 - Schedule A-13

Idacon Accounts Receivable Adjustments

4/30/88

Total A/R	\$1,177,145.65
Adjustments:	
PPI	<u>279,962.48</u>
	879,183.17

05/12/88  
Cycle:All

I D A C O N, INC.  
Accounts Receivable Open Item Detail Report  
Aging Date: 04/30/88

Page: 1

Cust Code	Invoice Number	Trans Date	Trans Type	Reference	Sales man	Trans Amount	Current Amount	31 - 60 Amount	61 - 90 Amount	Over 90 Amount	Hold Amount
-----											
AG001	AGRINORTHWEST			(509) 735-6546		Contact:LINDA DRAKE		Comment:			
	00014949	04/06/88	Invoice	UN-8 07793		678.25	678.25				
	00014951	04/08/88	Invoice	KE-8-04720		1,289.50	1,289.50				
	CUSTOMER TOTAL					1,967.75	1,967.75				
*****											
BA002	BALDWIN POLE & PILE			(205) 937-2193		Contact:TOMMY EASLEY		Comment:			
	00014735	11/03/87	Invoice			20,400.66				20,400.66	
		11/23/87	Payment	35378		20,094.65-				20,094.65-	
			INVOICE BALANCE			306.01					
	00014824	01/05/88	Invoice			18,900.00				18,900.00	
		01/25/88	Payment	35783		18,616.50-				18,616.50-	
			INVOICE BALANCE			283.50					
	00014859	02/08/88	Invoice			18,900.00			18,900.00		
		03/18/88	Payment	35967		18,616.50-			18,616.50-		
			INVOICE BALANCE			283.50					
	00014922	03/24/88	Invoice			18,900.00		18,900.00			
	00014929	03/30/88	Invoice			18,900.00		18,900.00			
	CUSTOMER TOTAL					38,673.01		37,800.00	283.50	589.51	
*****											
BAE001	J. H. BAXTER & COMPANY			(503) 689-3801		Contact:CINDY		Comment:			
	00014925	03/16/88	Invoice	BWO		9,385.70		9,385.70			
	CUSTOMER TOTAL					9,385.70		9,385.70			
*****											
BR001	BRUNSWICK WOOD PRESERVING			(912) 264-0440		Contact:JOE MIDDLETON		Comment:			
	00014863	02/09/88	Invoice			18,263.32			18,263.32		
	00014893	03/01/88	Invoice			18,305.42		18,305.42			
	00014913	03/18/88	Invoice			18,362.46		18,362.46			
	00014926	03/28/88	Invoice			18,183.61		18,183.61			
	00014948	04/12/88	Invoice			18,311.04	18,311.04				
	CUSTOMER TOTAL					91,425.85	18,311.04	54,851.49	18,263.32		
*****											
CA001	CAHABA TIMBER COMPANY			(205) 926-9888		Contact:KERMIT (SANDRA)		Comment:			
	00014961	04/22/88	Invoice			18,750.00	18,750.00				
	CUSTOMER TOTAL					18,750.00	18,750.00				
*****											

05/12/88  
Cycle:All

I D A C O N, INC.  
Accounts Receivable Open Item Detail Report  
Aging Date: 04/30/88

Page: 2

Cust Code	Invoice Number	Trans Date	Trans Type	Reference	Sales man	Trans Amount	Current Amount	31 - 60 Amount	61 - 90 Amount	Over 90 Amount	Hold Amount
*****											
CA002	CAMILLA WOOD PRESERVING CO INC	(912) 336-0400				Contact:JERRY EUBANKS			Comment:		
	00014873	02/19/88	Invoice			68,156.27			68,156.27		
	00014894	03/01/88	Invoice			12,825.00		12,825.00			
	00014920	03/18/88	Invoice	1263		68,773.73		68,773.73			
	00014950	04/11/88	Invoice	2866		67,261.55	67,261.55				
				CUSTOMER TOTAL		217,016.55	67,261.55	81,598.73	68,156.27		
*****											
CE001	CENTRAL FOREST PRODUCTS INC	(816) 523-3854				Contact:MARSHALL BLISS			Comment:		
	00014947	04/08/88	Invoice			23,350.00	23,350.00				
				CUSTOMER TOTAL		23,350.00	23,350.00				
*****											
ES001	BROOKHAVEN WOOD PRESERVING	(601) 833-2831				Contact:RONNIE (ERNISTINE)			Comment:		
	00014871	02/17/88	Invoice			18,135.21			18,135.21		
	00014883	02/29/88	Invoice			18,186.36			18,186.36		
	00014898	03/04/88	Invoice			18,095.49		18,095.49			
	00014909	03/15/88	Invoice			18,130.27		18,130.27			
	00014943	04/01/88	Invoice			18,664.76	18,664.76				
		04/01/88	Invoice			18,664.76	18,664.76				
		04/01/88	Invoice			18,664.76	18,664.76				
		04/01/88	Invoice			18,664.76	18,664.76				
		04/01/88	Adjust	COR 4X PST COMP		55,994.28-	55,994.28-				
				INVOICE BALANCE		18,664.76					
	00014954	04/15/88	Invoice			18,129.08	18,129.08				
	00014960	04/22/88	Invoice			18,129.08	18,129.08				
	00014967	04/28/88	Invoice			18,184.53	18,184.53				
				CUSTOMER TOTAL		145,654.78	73,107.45	36,225.76	36,321.57		
*****											
HU001	HUXFORD POLE & TIMBER	(205) 294-5494				Contact:MACK BEECH/MARTHA			Comment:		
	00014900	03/07/88	Invoice			19,100.00		19,100.00			
		04/14/88	Payment	10672		9,550.00-		9,550.00-			
				INVOICE BALANCE		9,550.00					
				CUSTOMER TOTAL		9,550.00		9,550.00			
*****											



05/12/88  
Cycle:All

I D A C O M, INC.  
Units Receivable Open Item Detail Report  
Aging Date: 04/30/88

Page: 3

Cust Code	Invoice Number	Trans Date	Trans Type	Reference	Sales man	Trans Amount	Current Amount	31 - 60 Amount	61 - 90 Amount	Over 90 Amount	Hold Amount
IP001	INTERNATIONAL PAPER COMPANY ( ) -					Contact:HOWARD HAMILTON			Comment:DOUG OWENS		
	00014927	03/29/88	Invoice	42-4180		8,191.69		8,191.69			
		04/11/88	Payment	587783		8,068.21-		8,068.21-			
		04/11/88	Discnt	587783		122.87-		122.87-			
				INVOICE BALANCE		.61					
	00014968	04/29/88	Invoice	42-4286		8,884.79	8,884.79				
				CUSTOMER TOTAL		8,885.40	8,884.79	.61			
*****											
M1001	MIXON BROTHERS (405) 286-9494					Contact:BOB MIXON (GARY)			Comment:		
	00014957	04/20/88	Invoice			13,072.15	13,072.15				
				CUSTOMER TOTAL		13,072.15	13,072.15				
*****											
M1003	T.R. MILLER MILL CO.,INC. (205) 867-4331					Contact:			Comment:		
	00014962	04/25/88	Invoice			19,000.00	19,000.00				
				CUSTOMER TOTAL		19,000.00	19,000.00				
*****											
PA002	PACIFIC WOOD TREATING CORP (206) 565-9311					Contact:CAROL McMILLAN			Comment:		
	00014959	04/18/88	Invoice	51540 BWO		84,714.80	84,714.80				
				CUSTOMER TOTAL		84,714.80	84,714.80				
*****											
PE001	PERMA POST ( ) -					Contact:			Comment:		
	00014903	03/09/88	Invoice	6343 BWO		22,006.40		22,006.40			
				CUSTOMER TOTAL		22,006.40		22,006.40			
*****											
PI001	PINE BELT WOOD PRESERVING ( ) -					Contact:WAYNE PARKER/PEGGY CROW			Comment:		
	00014930	03/31/88	Invoice			8,191.30	8,191.30				
				CUSTOMER TOTAL		8,191.30	8,191.30				
*****											
PPG&A	PRESERVATION PRODUCTS INC. ( ) -					Contact:			Comment:		
	00014789	11/30/87	Invoice			168,914.00			168,914.00		
		04/29/88	Payment	3014		60,052.58-			60,052.58-		
				INVOICE BALANCE		108,861.42					
	00014792	12/07/87	Invoice	A/A FREIGHT		1,301.41			1,301.41		
	00014809	12/31/87	Invoice	DECEMBER		8,865.37			8,865.37		

05/12/88  
Cycle:All

I D A C O N, INC.  
Accounts Receivable Open Item Detail Report  
Aging Date: 04/30/88

Page: 4

Cust Code	Invoice Number	Trans Date	Trans Type	Reference	Sales man	Trans Amount	Current Amount	31 - 60 Amount	61 - 90 Amount	Over 90 Amount	Hold Amount
PPG&A	PRESERVATION PRODUCTS INC. ( )				-	Contact:			Comment:		
	00014810	12/31/87	Invoice	DECEMBER		15,000.00				15,000.00	
	00014811	12/31/87	Invoice	DECEMBER		5,220.07				5,220.07	
	00014812	12/31/87	Invoice	DECEMBER		2,694.24				2,694.24	
	00014813	12/31/87	Invoice	DECEMBER		1,719.20				1,719.20	
	00014844	01/29/88	Invoice	JANUARY		8,484.74				8,484.74	
	00014845	01/29/88	Invoice	JANUARY		15,000.00				15,000.00	
	00014846	01/29/88	Invoice	JANUARY		5,202.51				5,202.51	
	00014847	01/29/88	Invoice	JANUARY		4,075.57				4,075.57	
	00014848	01/29/88	Invoice	JANUARY		1,792.22				1,792.22	
	00014849	01/29/88	Invoice	A/A FREIGHT		780.56				780.56	
	00014885	02/29/88	Invoice	FEBRUARY		8,247.13			8,247.13		
	00014886	02/29/88	Invoice	FEBRUARY		15,000.00			15,000.00		
	00014887	02/29/88	Invoice	JANUARY		5,634.25			5,634.25		
	00014888	02/29/88	Invoice	FEBRUARY		1,772.00			1,772.00		
	00014889	02/29/88	Invoice	FEBRUARY		1,719.20			1,719.20		
	00014890	02/29/88	Invoice	A/A FREIGHT		738.32			738.32		
	00014935	03/31/88	Invoice	MATX 71382		1,760.00	1,760.00				
	00014936	03/31/88	Invoice	MARCH		9,253.41	9,253.41				
	00014937	03/31/88	Invoice	FEBRUARY		15,000.00	15,000.00				
	00014938	03/31/88	Invoice	MARCH		5,738.24	5,738.24				
	00014939	03/31/88	Invoice	MARCH		1,696.50	1,696.50				
	00014940	03/31/88	Invoice	MARCH		1,719.20	1,719.20				
	00014970	04/29/88	Invoice	APRIL		8,790.69	8,790.69				
	00014971	04/29/88	Invoice	APRIL		15,000.00	15,000.00				

Page: 5

Schedule A-7

Idacon Inventory Adjustments

4/30/88

Total Inventory	\$537,298.28
Adjustments:	
101 Synthekote	<u>66,370.50</u>
	470,927.78

Schedule A-8

Class: 01

Item No	Description	Class	On-hand	Cost	Inventory at Cost
101 SYNTHEKOTE	COAL ANTIFREEZE	01	132,741	.50	66,370.50
102 PS-60	DT 40	01	20,851	2.92	60,884.92
103 PS-80	PS60	01	7,619	.73	5,561.87
104 #4 OIL	#2 OIL	01	5,144	.55	2,829.20
105 PS-100	3X SOLUTION	01	3,417	.55	1,879.35
106 PS60	DT 40	01	9,526	2.92	27,815.92
107 DT II CONC	DT 40	01	5,595	2.92	16,337.40
108 #2 OIL	#2 OIL (DIESEL)	01	0	.55	
109 WA-1	WA-1	01	5,668	3.25	18,421.00
110 CA-1	CA-1 BUTYL OXITOL	01	150	4.30	645.00
111 CA-2	CA-2 n BUTANOL	01	165	2.76	455.40
112 B-1	B-1 TEA	01	2,622	3.82	10,016.04
113 A-1	A-1 DOBSA	01	70	5.25	367.50
114 DT II RTU	DURA-TREET II RTU	01	396	2.99	1,184.04
115 40% R CONC	DT 40	01	19,746	2.92	57,658.32
116 P S 60	DT40	01	20,195	2.92	58,969.40
118 WTR BKR	650-A WATERBREAKER	01	16	391.00	6,256.00
119	ST-138 DRUMS	01	153	201.40	30,814.20
119 40% TRANSIT	DT 40 TRANSIT	01	57,826	2.92	168,851.92
120 P/B TRANSIT	PENTABLKs TRANSIT	01	0	500.00	
121 TR207	DT40	01	0	2.92	
Totals for Class		01	291,900		535,317.98 111.9 %
201 LINSEED	LINSEED OIL	02	5	5.50	27.50
202 LX-685	LX-685	02	40	5.50	220.00
203 2174WR	CULINATE 2174WR	02	15	2.20	33.00
204 2174NA	CULINATE 2174NA	02	70	4.75	332.50
205 ALUM OCTOAT	ALUMINUM OCTOATE	02	25	1.83	45.75
206 ANTIGEL	ANTIGEL	02	4	15.90	63.60
207 DT II	DURA-TREET II	02	10	3.19	31.90
208 ST-138 BASE	ST-138 BASE	02	20	7.25	145.00
209 PRESERVAMAT	PRESERVAMATE WOOD SEAL	02	0	8.00	
210 IGEPAL	IGEPAL CO730	02	428	.80	342.40
211 AMINE #2	AMINE #2	02	50	3.60	180.00
212 MIN SPR	MINERAL SPIRITS	02	55	2.11	116.05
213 KEROSENE	KEROSENE	02	20	1.99	39.80
214 ST138 BTECH	BLENTTECH ST-138	02	2	201.40	402.80
Totals for Class		02	744		1,980.30 .4 %

KMG SERVICES, INC.  
 Depreciation Report  
 FYE 7/31/88  
 Report Date:  
 30-Apr-88

Acquired	Life Yrs Description	Original Cost	Prior Accum Dep	Current Accum Deprec	Current Book Value	Total Accum Deprec
OFFICE/LAB EQUIPMENT - Alabama:						
01-Aug-87	5	(1905) 13,748.99	13,563.65	(6095) 115.29	70.05	(1955) 13,678.94
PRODUCTION EQUIPMENT - Alabama						
01-Aug-87	10	(1909) 400,906.52	275,587.17	(6095) 13,542.59	111,776.76	(1959) 289,129.76
AUTOS & TRUCKS - Alabama						
01-Aug-87	5	(1915) 182,679.98	182,681.00	(7025) (1.02)	0.00	(1965) 182,679.98
	- 2 Van Camp Trailers to PPI	(55,500.00)	(55,500.00)			(55,500.00)
01-Nov-84	5 Ford Crown Victoria	11,212.00	6,166.80	5,045.20	0.00	11,212.00
		127,179.98	127,181.00	(1.02)	0.00	127,179.98
LEASEHOLD IMPROVEMENTS - Alabama						
01-Aug-87	5	(1921) 35,023.55	14,077.88	(7515) 5,828.68	15,116.99	(1971) 19,906.56
ASSET TOTALS		576,859.04	430,409.70	19,485.54	126,963.80	449,895.24
CAPITAL LEASE TRUCKS (note 1):						
01-Aug-87	5 #56133	(1930/31/33) 70,109.00	20,782.80	(7025) 10,458.88	38,867.32	31,241.68 (1978)
01-Aug-87	5 #56134	71,940.00	21,326.00	10,732.03	39,881.97	32,058.03 (1979)
01-Aug-87	5 #757067	71,499.00	9,533.20	10,666.24	51,299.56	20,199.44 (1980)
		213,548.00	51,642.00	31,857.16	130,048.84	83,499.16

Note 1: KMG will assume truck leases @ 4/30/88.

KMG SERVICES, INC.  
 Depreciation Report  
 FYE 7/31/88  
 Report Date:  
 30-Apr-88

Life	Original	Prior	Current	Current	Total
Acquired Yrs Description	Cost	Accum Dep	Accum Deprec	Book Value	Accum Deprec
OFFICE/LAB EQUIPMENT - Alabama:					
-----	(1905)		(6095)		(1955)
01-Aug-87 5	13,748.99	13,563.65	115.29	70.05	13,678.94
PRODUCTION EQUIPMENT - Alabama					
-----	(1909)		(6095)		(1959)
01-Aug-87 10	400,906.52	275,587.17	13,542.59	111,776.76	289,129.76
30-Apr-88 10 Husky Trailer	592.00	394.63	0.00	197.37	394.63
-----					
	401,498.52	275,981.80	13,542.59	111,974.13	289,524.39
AUTOS & TRUCKS - Alabama					
-----	(1915)		(7025)		(1965)
01-Aug-87 5	127,179.98	127,181.00	(1.02)	0.00	127,179.98
01-Aug-87 5 Ford Crown Victoria	11,212.00	6,166.80	1,672.61	3,372.59	7,820.49
-----					
	138,391.98	133,347.80	1,671.59	3,372.59	135,000.47
LEASEHOLD IMPROVEMENTS - Alabama					
-----	(1921)		(7515)		(1971)
01-Aug-87 5	35,023.55	14,077.88	5,828.68	15,116.99	19,906.56
CAPITAL LEASE TRUCKS:					
-----	(1930/31/33)		(7025)		
01-Aug-87 5 #56133	70,109.00	20,782.80	10,458.88	38,867.32	31,241.68
01-Aug-87 5 #56134	71,940.00	21,326.00	10,732.03	39,881.97	32,058.03
01-Aug-87 5 #757067	71,499.00	9,533.20	10,666.24	51,299.56	20,199.44
-----					
	213,548.00	51,642.00	31,857.16	130,048.84	83,499.16
TOTALS					
-----	802,211.04	488,613.13	53,015.31	260,582.60	541,609.52
-----					

IDAICON - HARWIN - KMG  
ACCOUNTS PAYABLE SPLIT  
April 30, 1988  
-----

Vendor	Harwin	KMG	Idacon	TOTALS
AAA Paymaster	35.10			35.10
American Chemical Society			104.00	104.00
American Excelsior		35.74		35.74
American Express	5,992.09			5,992.09
American Value Placement Service			1,250.00	1,250.00
Aristech Chemical Corp.			13,753.80	13,753.80
Arnold, White & Durkee			4,893.09	4,893.09
Baker, Brown, Sharman & Parker			4,541.17	4,541.17
Bam Delivery Service	58.00			58.00
Beltway Office Supply	134.22			134.22
Billy Osborne, Tahoma Chem		186.34		186.34
J. Oviatt Bowers Hardware		72.99		72.99
Catpillar Financial Services		425.29		425.29
Chevron Oil Company	273.83			273.83
Computer Patent Annuities			1,543.21	1,543.21
Cook, Yancey			930.75	930.75
Druid Fire Equipment Co		20.02		20.02
Dynamit Nobel		8,055.06		8,055.06
Federal Express			581.29	581.29
Firestone Tire		44.50		44.50
Fisher Scientific			103.65	103.65
Fowler Engineering	131.07			131.07
GTE Mobilenet		117.35		117.35
Harger Aviation	149.68			149.68
Hewlett Packard			209.52	209.52
Hunt Oil & Refining		5,265.82		5,265.82
Integrated Business Systems	1,465.00			1,465.00
Jeffrey D. Dunn			559.00	559.00
Kelsey-Siebold Clinic	105.00			105.00
Kyle Office Supply		4.63		4.63
Liquid Carbonic			381.85	381.85
Marker's Business Records			294.50	294.50
Master Card	2,386.23			2,386.23
M C I		116.39		116.39
Nova Insurance	2,236.00	1,117.00		3,353.00
Neville Chemical Company			290.52	290.52
Petty Cash Houston-reimburse	98.80			98.80
Preservation Products			225,098.41	225,098.41
Rare Air-credit memo	(129.94)			(129.94)
Richer, Barnhart & Probst			636.00	636.00
Ryder Leasing		8,654.87		8,654.87
South Central Bell		250.00		250.00
Stanley, Harris, Rice & Cogburn			547.99	547.99
Walter G. Talarek, P.C.			273.95	273.95
Texas Capital Bank-P/R Taxes			691.95	691.95
Texas Capital Bank-Excise Taxes			387.75	387.75
Unocal			40.50	40.50
Van Camp Trailer & Body		541.47		541.47
Western Commercial Transport		898.12		898.12
	12,935.08	25,805.59	257,112.90	295,853.57
				0.00



Ryder Trucks Note Balances

4/30/88

#56133	\$ 48,195.50
#56134	49,379.01
#757067	<u>60,909.26</u>
	\$158,483.77

Schedule B

(Idacon, Inc. to KMG Services, Inc.)

- 1) Vehicle Lease Agreement with Ryder Truck Rental, Inc. (No. 24,1984)
- 2) Lease dated 11/1/80 (renewed 1/30/86) with National Refining Company for the Tuscaloosa, Alabama plant
- 3) Lease Purchase Agreement with Catapillar Tractor Company for one (1) forklift
- 4) Distributorship Agreement dated December 6, 1985 with Preservation Products, Inc.
- 5) Agency (Sales Rep.) Agreement with Billy Osborne

Schedule C

(Insurance)

- 1) National Union Fire Ins. Co. of Pittsburg - ST 259 85 64  
(property)
- 2) Admiral Ins. Co. - A88EG14176 (general liability)
- 3) The Hartford Steamboiler Ins. Co. - HN 7330665-00 (boiler)
- 4) USF&G - 0612142876 (worker's compensation)

Schedule D

(Consents)

- 1) See Schedule B, items 1-4.

BILL OF SALE AND ASSIGNMENT

THE STATE OF TEXAS    §  
                              §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS     §

WHEREAS, by that certain Acquisition Agreement (hereinafter referred to as the "Agreement") of even date herewith, IDACON, INC., an Illinois corporation (hereinafter referred to as "Seller") agreed to convey to KMG SERVICES, INC., a Texas corporation (hereinafter referred to as "Purchaser") all of the property described on Schedule "A" attached hereto and by this reference incorporated herein for all purposes (all of which is hereinafter collectively referred to as the "Property");

AND, WHEREAS, as consideration for (a) the conveyance of the Property, and (b) the assignments contained herein, Purchaser paid the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Seller, including the assumption and agreement to pay, perform and discharge the indebtedness of Seller represented by (w) accounts payable on Schedule A of \$25,805.59; (x) Washington State excise taxes of \$424.87 (y) truck rental obligations of \$158,483.76; and (2) the outstanding balance of the Second Renewal Note and the Financing Note (as such terms are defined in the Agreement), the receipt of which is hereby acknowledged and confessed;

NOW, THEREFORE, for the consideration above specified;

1. Seller has BARGAINED, SOLD, TRANSFERRED, SET OVER and DELIVERED, and by these presents does hereby BARGAIN, SELL, TRANSFER, SET OVER and DELIVER unto Purchaser all of Seller's right, title and interest in and to the Property. Seller does hereby bind itself, its successors and assigns to forever WARRANT and DEFEND the title to the aforesaid Property unto the Purchaser, its assigns and successors, against every person whomsoever lawfully claims the same or any part thereof. That portion of the Property which is inventory is transferred for resale by Purchaser.

2. Seller has ASSIGNED, TRANSFERRED and SET OVER, and by these presents does ASSIGN, TRANSFER and SET OVER unto Purchaser all warranties and guarantees, if any, of manufacturers, contractors, sellers or suppliers which pertain to the Property. Seller has delivered in conjunction herewith (if available) all originals of all of such warranties and guarantees, or, true and correct copies thereof.

3. Seller has ASSIGNED, TRANSFERRED and SET OVER, and by these presents does ASSIGN, TRANSFER and SET OVER unto Purchaser the leases, contracts, agreements, options, licenses, understandings and other commitments listed in Schedule "B" attached hereto

and incorporated herein for all purposes. Seller has delivered in conjunction herewith all originals of such documents or agreements, or if originals were not available, true and correct copies thereof. Purchaser hereby assumes all the duties and obligations of performance of and by Seller specified in each of the documents or agreements described in Schedule "B" hereto to be observed and performed thereunder after the effective date hereof.

4. Seller has ASSIGNED, TRANSFERRED and SET OVER, and by these presents does ASSIGN, TRANSFER, and SET OVER unto Purchaser all Seller's right, title and interest in and to all benefits associated with prepaid expenses, if any, relating to the Property and identified on Schedule "A".

5. Seller has ASSIGNED, TRANSFERRED and SET OVER, and by these presents does ASSIGN, TRANSFER and SET OVER unto Purchaser all right, title and interest of Seller in and to Seller's accounts receivable, contract rights, claims, if any, of Seller relating to, applicable to, affecting, or concerning the ownership and/or operation of the Property but only to the extent listed on Schedule "A".

6. This Bill of Sale and Assignment and the provisions herein contained shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

This instrument and the Agreement contain the entire agreement of the parties and there are no representations, understandings or agreement, oral or written, which are not included herein.

EXECUTED on this this 14th day of July, 1988 but effective on May 1, 1988.

SELLER:

IDACON, INC.,  
an Illinois corporation

By: DWHL

Name: D.L. HATCHER

Title: PRESIDENT

PURCHASER:

KMG SERVICES, INC.,  
a Texas corporation

By: Bobby D. Giddley

Name: Bobby D. Giddley

Title: President

(Corporation)

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 14<sup>th</sup> day  
of July, 1988, by D.L. Hatcher,  
of Idacon, Inc., an Illinois  
corporation, on behalf of said corporation.

Maureen M. Gilroy  
Notary Public in and for  
The State of T E X A S

MAUREEN M. GILROY

My Commission Expires:

6-16-90

(Corporation)

THE STATE OF TEXAS    \$  
                                  \$  
COUNTY OF HARRIS     \$

This instrument was acknowledged before me on the 14<sup>th</sup> day  
of July, 1988, by Bobby D. Gentry, President,  
of KMG Services, Inc., a Texas  
corporation, on behalf of said corporation.

Maureen M. Gilroy  
Notary Public in and for  
The State of T E X A S  
MAUREEN M. GILROY

My Commission Expires:

6-26-91

AFTER RECORDING RETURN TO:

Roger C. Jackson  
Baker, Brown, Sharman & Parker  
3600 Citicorp Center  
1200 Smith Street  
Houston, Texas 77002

0788001#.013



April 30, 1988

Acc #	Name	KMG
1100	Accts Rec-Trade	897,183.17
1200	Inventory	470,927.78
1400	Prepaid Insurance	1,117.00
1905	Office/Lab Equip-Alabama	13,748.99
1907	Production Equip-Texas (Husky Tr	592.00
1909	Production Equip-Alabama	400,906.52
1913	Autos - Texas	11,212.00
1915	Autos & Trucks - Alabama	127,179.98
1921	Leasehold Imp - Alabama	35,023.55
1930	Ryder Trucks	70,109.00
1931	Ryder Trucks	71,940.00
1933	Ryder Trucks	71,499.00
----	Accum Deprec - Alabama	(541,609.51)
2200	Accts Payable Transferred	(25,805.59)
2306	Wash State Excise Taxes	(424.87)
2500	Ryder Lease Obligations	(158,483.76)
2500		1,445,115.26

Legend

1100 - Schedules A-2 to A-7  
 1200 - Schedules A-8 to A-9  
 1905 - Schedule A-10  
 1909 - Schedule A-10  
 1913 - Schedule A-10  
 1915 - Schedule A-10  
 1921 - Schedule A-10  
 1930,31,1933 - Schedule A-10  
 Accum. Depreciation Ala - Schedule A-11  
 2200 - Schedule A-12  
 2500 - Schedule A-13

Idacon Accounts Receivable Adjustments

4/30/88

Total A/R	\$1,177,145.65
Adjustments:	
PPI	<u>279,962.48</u>
	879,183.17

05/12/88  
Cycle:All

I D A C O N, INC.  
Accounts Receivable Open Item Detail Report  
Aging Date: 04/30/88

Page: 1

Cust Code	Invoice Number	Trans Date	Trans Type	Reference	Sales man	Trans Amount	Current Amount	31 - 60 Amount	61 - 90 Amount	Over 90 Amount	Hold Amount
-----											
AG001	AGRINORTHWEST			(509) 735-6546		Contact:LINDA DRAKE			Comment:		
	00014949	04/06/88	Invoice	UN-8 07793		678.25	678.25				
	00014951	04/08/88	Invoice	KE-8-04720		1,289.50	1,289.50				
	CUSTOMER TOTAL					1,967.75	1,967.75				
*****											
BA002	BALDWIN POLE & PILE			(205) 937-2193		Contact:TOMMY EASLEY			Comment:		
	00014735	11/03/87	Invoice			20,400.66				20,400.66	
		11/23/87	Payment	35378		20,094.65-				20,094.65-	
			INVOICE BALANCE			306.01					
	00014824	01/05/88	Invoice			18,900.00				18,900.00	
		01/25/88	Payment	35783		18,616.50-				18,616.50-	
			INVOICE BALANCE			283.50					
	00014859	02/08/88	Invoice			18,900.00			18,900.00		
		03/18/88	Payment	35967		18,616.50-			18,616.50-		
			INVOICE BALANCE			283.50					
	00014922	03/24/88	Invoice			18,900.00		18,900.00			
	00014929	03/30/88	Invoice			18,900.00		18,900.00			
	CUSTOMER TOTAL					38,673.01		37,800.00	283.50	589.51	
*****											
BAE001	J. H. BAXTER & COMPANY			(503) 689-3801		Contact:CINDY			Comment:		
	00014925	03/16/88	Invoice		BWO	9,385.70		9,385.70			
	CUSTOMER TOTAL					9,385.70		9,385.70			
*****											
BRO01	BRUNSWICK WOOD PRESERVING			(912) 264-0440		Contact:JOE MIDDLETON			Comment:		
	00014863	02/09/88	Invoice			18,263.32				18,263.32	
	00014893	03/01/88	Invoice			18,305.42		18,305.42			
	00014913	03/18/88	Invoice			18,362.46		18,362.46			
	00014926	03/28/88	Invoice			18,183.61		18,183.61			
	00014948	04/12/88	Invoice			18,311.04	18,311.04				
	CUSTOMER TOTAL					91,425.85	18,311.04	54,851.49	18,263.32		
*****											
CA001	CAHABA TIMBER COMPANY			(205) 926-9888		Contact:KERMIT (SANDRA)			Comment:		
	00014961	04/22/88	Invoice			18,750.00	18,750.00				
	CUSTOMER TOTAL					18,750.00	18,750.00				
*****											

05/12/88  
Cycle:All

I D A C O N, INC.  
A Unts Receivable Open Item Detail Report  
Aging Date: 04/30/88

Page: 2

Cust Code	Invoice Number	Trans Date	Trans Type	Reference	Sales man	Trans Amount	Current Amount	31 - 60 Amount	61 - 90 Amount	Over 90 Amount	Hold Amount
*****											
CA002	CAMILLA WOOD PRESERVING CO INC	(912) 336-0400				Contact:JERRY EUBANKS			Comment:		
	00014873	02/19/88	Invoice			68,156.27			68,156.27		
	00014894	03/01/88	Invoice			12,825.00		12,825.00			
	00014920	03/18/88	Invoice	1263		68,773.73		68,773.73			
	00014950	04/11/88	Invoice	2866		67,261.55	67,261.55				
					CUSTOMER TOTAL	217,016.55	67,261.55	81,598.73	68,156.27		
*****											
CE001	CENTRAL FOREST PRODUCTS INC	(816) 523-3854				Contact:MARSHALL BLISS			Comment:		
	00014947	04/08/88	Invoice			23,350.00	23,350.00				
					CUSTOMER TOTAL	23,350.00	23,350.00				
*****											
ES001	BROOKHAVEN WOOD PRESERVING	(601) 833-2831				Contact:RONNIE (ERNISTINE)			Comment:		
	00014871	02/17/88	Invoice			18,135.21			18,135.21		
	00014883	02/29/88	Invoice			18,186.36			18,186.36		
	00014898	03/04/88	Invoice			18,095.49		18,095.49			
	00014909	03/15/88	Invoice			18,130.27		18,130.27			
	00014943	04/01/88	Invoice			18,664.76	18,664.76				
		04/01/88	Invoice			18,664.76	18,664.76				
		04/01/88	Invoice			18,664.76	18,664.76				
		04/01/88	Invoice			18,664.76	18,664.76				
		04/01/88	Adjust	COR 4X PST COMP		55,994.28-	55,994.28-				
				INVOICE BALANCE		18,664.76					
	00014954	04/15/88	Invoice			18,129.08	18,129.08				
	00014960	04/22/88	Invoice			18,129.08	18,129.08				
	00014967	04/28/88	Invoice			18,184.53	18,184.53				
					CUSTOMER TOTAL	145,654.78	73,107.45	36,225.76	36,321.57		
*****											
HU001	HUXFORD POLE & TIMBER	(205) 294-5494				Contact:MACK BEECH/MARTHA			Comment:		
	00014900	03/07/88	Invoice			19,100.00		19,100.00			
		04/14/88	Payment	10672		9,550.00-		9,550.00-			
				INVOICE BALANCE		9,550.00					
					CUSTOMER TOTAL	9,550.00		9,550.00			
*****											

05/12/88

I D A C O N, INC.

Page: 3

Cycle:All

Units Receivable Open Item Detail Report  
Aging Date: 04/30/88

Cust Code	Invoice Number	Trans Date	Trans Type	Reference	Sales man	Trans Amount	Current Amount	31 - 60 Amount	61 - 90 Amount	Over 90 Amount	Hold Amount
IP001	INTERNATIONAL PAPER COMPANY ( )					Contact:HOWARD HAMILTON			Comment:DOUG OWENS		
	00014927	03/29/88	Invoice	42-4180		8,191.69		8,191.69			
		04/11/88	Payment	587783		8,068.21-		8,068.21-			
		04/11/88	Disct	587783		122.87-		122.87-			
				INVOICE BALANCE		.61					
	00014968	04/29/88	Invoice	42-4286		8,884.79	8,884.79				
				CUSTOMER TOTAL		8,885.40	8,884.79	.61			
MI001	MIXON BROTHERS (405) 286-9494					Contact:BOB MIXON (GARY)			Comment:		
	00014957	04/20/88	Invoice			13,072.15	13,072.15				
				CUSTOMER TOTAL		13,072.15	13,072.15				
MI003	T.R. MILLER MILL CO.,INC. (205) 867-4331					Contact:			Comment:		
	00014962	04/25/88	Invoice			19,000.00	19,000.00				
				CUSTOMER TOTAL		19,000.00	19,000.00				
PA002	PACIFIC WOOD TREATING CORP (206) 565-9311					Contact:CAROL McMILLAN			Comment:		
	00014959	04/18/88	Invoice	51540	BWO	84,714.80	84,714.80				
				CUSTOMER TOTAL		84,714.80	84,714.80				
PE001	PERMA POST ( )					Contact:			Comment:		
	00014903	03/09/88	Invoice	6343	BWO	22,006.40		22,006.40			
				CUSTOMER TOTAL		22,006.40		22,006.40			
PI001	PINE BELT WOOD PRESERVING ( )					Contact:WAYNE PARKER/PEGGY CROW			Comment:		
	00014930	03/31/88	Invoice			8,191.30	8,191.30				
				CUSTOMER TOTAL		8,191.30	8,191.30				
PPG&A	PRESERVATION PRODUCTS INC. ( )					Contact:			Comment:		
	00014789	11/30/87	Invoice			168,914.00				168,914.00	
		04/29/88	Payment	3014		60,052.58-				60,052.58-	
				INVOICE BALANCE		108,861.42					
	00014792	12/07/87	Invoice	A/A FREIGHT		1,301.41				1,301.41	
	00014809	12/31/87	Invoice	DECEMBER		8,865.37				8,865.37	

05/12/88  
Cycle:All

I D A C O N, INC.  
Units Receivable Open Item Detail Report  
Aging Date: 04/30/88

Page: 4

Cust Code	Invoice Number	Trans Date	Trans Type	Reference	Sales man	Trans Amount	Current Amount	31 - 60 Amount	61 - 90 Amount	Over 90 Amount	Hold Amount
PPG&A	PRESERVATION PRODUCTS INC. ( )				-	Contact:			Comment:		
	00014810	12/31/87	Invoice	DECEMBER		15,000.00				15,000.00	
	00014811	12/31/87	Invoice	DECEMBER		5,220.07				5,220.07	
	00014812	12/31/87	Invoice	DECEMBER		2,694.24				2,694.24	
	00014813	12/31/87	Invoice	DECEMBER		1,719.20				1,719.20	
	00014844	01/29/88	Invoice	JANUARY		8,484.74				8,484.74	
	00014845	01/29/88	Invoice	JANUARY		15,000.00				15,000.00	
	00014846	01/29/88	Invoice	JANUARY		5,202.51				5,202.51	
	00014847	01/29/88	Invoice	JANUARY		4,075.57				4,075.57	
	00014848	01/29/88	Invoice	JANUARY		1,792.22				1,792.22	
	00014849	01/29/88	Invoice	A/A FREIGHT		780.56				780.56	
	00014885	02/29/88	Invoice	FEBRUARY		8,247.13			8,247.13		
	00014886	02/29/88	Invoice	FEBRUARY		15,000.00			15,000.00		
	00014887	02/29/88	Invoice	JANUARY		5,634.25			5,634.25		
	00014888	02/29/88	Invoice	FEBRUARY		1,772.00			1,772.00		
	00014889	02/29/88	Invoice	FEBRUARY		1,719.20			1,719.20		
	00014890	02/29/88	Invoice	A/A FREIGHT		738.32			738.32		
	00014935	03/31/88	Invoice	MATX 71352		1,760.00	1,760.00				
	00014936	03/31/88	Invoice	MARCH		9,253.41	9,253.41				
	00014937	03/31/88	Invoice	FEBRUARY		15,000.00	15,000.00				
	00014938	03/31/88	Invoice	MARCH		5,738.24	5,738.24				
	00014939	03/31/88	Invoice	MARCH		1,696.50	1,696.50				
	00014940	03/31/88	Invoice	MARCH		1,719.20	1,719.20				
	00014970	04/29/88	Invoice	APRIL		8,790.69	8,790.69				
	00014971	04/29/88	Invoice	APRIL		15,000.00	15,000.00				

05/12/88  
Cycle:All

I D A C O N, INC.  
Units Receivable Open Item Detail Report  
Aging Date: 04/30/88

Page: 5

Cust Code	Invoice Number	Trans Date	Trans Type	Reference	Sales man	Trans Amount	Current Amount	31 - 60 Amount	61 - 90 Amount	Over 90 Amount	Hold Amount
-----											
PPG&A	PRESERVATION PRODUCTS INC. ( ) -				Contact:				Comment:		
	00014972	04/29/88	Invoice	APRIL		5,379.28	5,379.28				
	00014973	04/29/88	Invoice	APRIL		1,797.75	1,797.75				
	00014974	04/29/88	Invoice	APRIL		1,719.20	1,719.20				
	CUSTOMER TOTAL					279,962.48	67,854.27		33,110.90	178,997.31	
*****											
S0001	SOUTHERN WOOD PIEDMONT (404) 798-8750				Contact:KENNETH PRINCE				Comment:		
	00014934	03/31/88	Invoice	028355		900.00	900.00				
	CUSTOMER TOTAL					900.00	900.00				
*****											
ST003	STARK CONSTRUCTION ( ) -				Contact:				Comment:		
	00014964	04/26/88	Invoice	VERBAL		1,100.00	1,100.00				
	OPEN	04/25/88	Pre-pay	CCK5954813		1,289.50-	1,289.50-				
	CUSTOMER TOTAL					189.50-	189.50-				
*****											
WC001	W.C. MEREDITH (404) 767-2621				Contact:CLEVE MEREDITH				Comment:		
	00014858	02/05/88	Invoice			18,750.00			18,750.00		
	00014868	02/15/88	Invoice			19,777.50			19,777.50		
	00014896	03/03/88	Invoice			18,750.00		18,750.00			
	00014906	03/17/88	Invoice			18,750.00		18,750.00			
	00014923	03/25/88	Invoice			18,750.00		18,750.00			
	00014944	04/05/88	Invoice			18,750.00	18,750.00				
	00014955	04/15/88	Invoice			18,750.00	18,750.00				
	CUSTOMER TOTAL					132,277.50	37,500.00	56,250.00	38,527.50		
*****											
WE001	WEYERHAEUSER (501) 642-1411				Contact:SUE ACKLEY				Comment:		
	00014945	04/05/88	Invoice	6TP49585		17,400.00	17,400.00				
	00014958	04/20/88	Invoice	6TP49642		17,751.48	17,751.48				
	00014963	04/26/88	Invoice	6TP49891		17,400.00	17,400.00				
	CUSTOMER TOTAL					52,551.48	52,551.48				
*****											
GRAND TOTAL						1,177,145.65	495,227.08	307,668.69	194,663.06	179,586.82	

Idacon Inventory Adjustments

4/30/88

Total Inventory	\$537,298.28
Adjustments:	
101 Synthekote	<u>66,370.50</u>
	470,927.78



Class

Item No	Description	Class	On-hand	Cost	Inventory at Cost
(101 SYNTHEKOTE)	(COAL ANTIFREEZE)	01	132,741	~.50	(66,370.50)
102 PS-60	DT 40	01	20,851	2.92	60,884.92
103 PS-80	PS60	01	7,619	.73	5,561.87
104 #4 OIL	#2 OIL	01	5,144	.55	2,829.20
105 PS-100	3% SOLUTION	01	3,417	.55	1,879.35
106 PS60	DT 40	01	9,526	2.92	27,815.92
107 DT II CONC	DT 40	01	5,595	2.92	16,337.40
108 #2 OIL	#2 OIL (DIESEL)	01	0	.55	
109 WA-1	WA-1	01	5,668	3.25	18,421.00
110 CA-1	CA-1 BUTYL OXITOL	01	150	4.30	645.00
111 CA-2	CA-2 n BUTANOL	01	165	2.76	455.40
112 B-1	B-1 TEA	01	2,622	3.82	10,016.04
113 A-1	A-1 DDBSA	01	70	5.25	367.50
114 DT II RTU	DURA-TREET II RTU	01	396	2.99	1,184.04
115 40% R CONC	DT 40	01	19,746	2.92	57,658.32
116 P S 60	DT40	01	20,195	2.92	58,969.40
118 WTR BKR	650-A WATERBREAKER	01	16	391.00	6,256.00
119	ST-138 DRUMS	01	153	201.40	30,814.20
119 40% TRANSIT	DT 40 TRANSIT	01	57,826	2.92	168,851.92
120 P/B TRANSIT	PENTABLKs TRANSIT	01	0	500.00	
121 TR207	DT40	01	0	2.92	
Totals for Class		01	291,900		535,317.98 111.9 %
201 LINSEED	LINSEED OIL	02	5	5.50	27.50
202 LX-685	LX-685	02	40	5.50	220.00
203 2174WR	CULINATE 2174WR	02	15	2.20	33.00
204 2174NA	CULINATE 2174NA	02	70	4.75	332.50
205 ALUM OCTOAT	ALUMINUM OCTOATE	02	25	1.83	45.75
206 ANTIGEL	ANTIGEL	02	4	15.90	63.60
207 DT II	DURA-TREET II	02	10	3.19	31.90
208 ST-138 BASE	ST-138 BASE	02	20	7.25	145.00
209 PRESERVAMAT	PRESERVAMATE WOOD SEAL	02	0	8.00	
210 IGEPAI	IGEPAI CO730	02	428	.80	342.40
211 AMINE #2	AMINE #2	02	50	3.60	180.00
212 MIN SPR	MINERAL SPIRITS	02	55	2.11	116.05
213 KEROSENE	KEROSENE	02	20	1.99	39.80
214 ST138 BTECH	BLENTech ST-138	02	2	201.40	402.80
Totals for Class		02	744		1,980.30 .4 %

KMG SERVICES, INC.  
 Depreciation Report  
 FYE 7/31/88  
 Report Date:  
 30-Apr-88

Acquired	Life Yrs	Description	Original Cost	Prior Accum Dep	Current Accum Deprec	Current Book Value	Total Accum Deprec
-----							
OFFICE/LAB EQUIPMENT - Alabama:							
-----							
01-Aug-87	5		(1905) 13,748.99	13,563.65	(6095) 115.29	70.05	(1955) 13,678.94
-----							
PRODUCTION EQUIPMENT - Alabama							
-----							
01-Aug-87	10		(1909) 400,906.52	275,587.17	(6095) 13,542.59	111,776.76	(1959) 289,129.76
-----							
AUTOS & TRUCKS - Alabama							
-----							
01-Aug-87	5		(1915) 182,679.98	182,681.00	(7025) (1.02)	0.00	(1965) 182,679.98
		- 2 Van Camp Trailers to PPI	(55,500.00)	(55,500.00)			(55,500.00)
01-Nov-84	5	Ford Crown Victoria	11,212.00	6,166.80	5,045.20	0.00	11,212.00
-----							
			127,179.98	127,181.00	(1.02)	0.00	127,179.98
-----							
LEASEHOLD IMPROVEMENTS - Alabama							
-----							
01-Aug-87	5		(1921) 35,023.55	14,077.88	(7515) 5,828.68	15,116.99	(1971) 19,906.56
-----							
ASSET TOTALS			576,859.04	430,409.70	19,485.54	126,963.80	449,895.24
=====							
CAPITAL LEASE TRUCKS (note 1):							
-----							
01-Aug-87	5	#56133	(1930/31/33) 70,109.00	20,782.80	(7025) 10,458.88	38,867.32	31,241.68 (1978)
01-Aug-87	5	#56134	71,940.00	21,326.00	10,732.03	39,881.97	32,058.03 (1979)
01-Aug-87	5	#757067	71,499.00	9,533.20	10,666.24	51,299.56	20,199.44 (1980)
-----							
			213,548.00	51,642.00	31,857.16	130,048.84	83,499.16

Note 1: KMG will assume truck leases @ 4/30/88.

11-JUL-88

KMG SERVICES, INC.  
Depreciation Report  
FYE 7/31/88  
Report Date:  
30-Apr-88

Life	Original	Prior	Current	Current	Total
Acquired Yrs Description	Cost	Accum Dep	Accum Deprec	Book Value	Accum Deprec
OFFICE/LAB EQUIPMENT - Alabama:					
	(1905)		(6095)		(1955)
01-Aug-87 5	13,748.99	13,563.65	115.29	70.05	13,678.94
PRODUCTION EQUIPMENT - Alabama					
	(1909)		(6095)		(1959)
01-Aug-87 10	400,906.52	275,587.17	13,542.59	111,776.76	289,129.76
30-Apr-88 10 Husky Trailer	592.00	394.63	0.00	197.37	394.63
	401,498.52	275,981.80	13,542.59	111,974.13	289,524.39
AUTOS & TRUCKS - Alabama					
	(1915)		(7025)		(1965)
01-Aug-87 5	127,179.98	127,181.00	(1.02)	0.00	127,179.98
01-Aug-87 5 Ford Crown Victoria	11,212.00	6,166.80	1,672.61	3,372.59	7,820.49
	138,391.98	133,347.80	1,671.59	3,372.59	135,000.47
LEASEHOLD IMPROVEMENTS - Alabama					
	(1921)		(7515)		(1971)
01-Aug-87 5	35,023.55	14,077.88	5,828.68	15,116.99	19,906.56
CAPITAL LEASE TRUCKS:					
	(1930/31/33)		(7025)		
01-Aug-87 5 #56133	70,109.00	20,782.80	10,458.88	38,867.32	31,241.68
01-Aug-87 5 #56134	71,940.00	21,326.00	10,732.03	39,881.97	32,058.03
01-Aug-87 5 #757067	71,499.00	9,533.20	10,666.24	51,299.56	20,199.44
	213,548.00	51,642.00	31,857.16	130,048.84	83,499.16
TOTALS	802,211.04	488,613.13	53,015.31	260,582.60	541,609.52

IDACON - HARWIN - KMG  
 ACCOUNTS PAYABLE SPLIT  
 April 30, 1988  
 -----

Vendor	Harwin	KMG	Idacon	TOTALS
AAA Paymaster	35.10			35.10
American Chemical Society			104.00	104.00
American Excelsior		35.74		35.74
American Express	5,992.09			5,992.09
American Value Placement Service			1,250.00	1,250.00
Aristech Chemical Corp.			13,753.80	13,753.80
Arnold, White & Durkee			4,893.09	4,893.09
Baker, Brown, Sharman & Parker			4,541.17	4,541.17
Bam Delivery Service	58.00			58.00
Beltway Office Supply	134.22			134.22
Billy Osborne, Tahoma Chem		186.34		186.34
J. Oviatt Bowers Hardware		72.99		72.99
Catpillar Financial Services		425.29		425.29
Chevron Oil Company	273.83			273.83
Computer Patent Annuities			1,543.21	1,543.21
Cook, Yancey			930.75	930.75
Druid Fire Equipment Co		20.02		20.02
Dynamit Nobel		8,055.06		8,055.06
Federal Express			581.29	581.29
Firestone Tire		44.50		44.50
Fisher Scientific			103.65	103.65
Fowler Engineering	131.07			131.07
GTE Mobilenet		117.35		117.35
Harger Aviation	149.68			149.68
Hewlett Packard			209.52	209.52
Hunt Oil & Refining		5,265.82		5,265.82
Integrated Business Systems	1,465.00			1,465.00
Jeffrey D. Dunn			559.00	559.00
Kelsey-Siebold Clinic	105.00			105.00
Kyle Office Supply		4.63		4.63
Liquid Carbonic			381.85	381.85
Marker's Business Records			294.50	294.50
Master Card	2,386.23			2,386.23
M C I		116.39		116.39
Nova Insurance	2,236.00	1,117.00		3,353.00
Neville Chemical Company			290.52	290.52
Petty Cash Houston-reimburse	98.80			98.80
Preservation Products			225,098.41	225,098.41
Rare Air-credit memo	(129.94)			(129.94)
Richer, Barnhart & Probst			636.00	636.00
Ryder Leasing		8,654.87		8,654.87
South Central Bell		250.00		250.00
Stanley, Harris, Rice & Cogburn			547.99	547.99
Walter G. Talarek, P.C.			273.95	273.95
Texas Capital Bank-P/R Taxes			691.95	691.95
Texas Capital Bank-Excise Taxes			387.75	387.75
Unocal			40.50	40.50
Van Camp Trailer & Body		541.47		541.47
Western Commercial Transport		898.12		898.12
	12,935.08	25,805.59	257,112.90	295,853.57
				0.00

Ryder Trucks Note Balances

4/30/88

#56133	\$ 48,195.50
#56134	49,379.01
#757067	<u>60,909.26</u>
	\$158,483.77

Schedule B

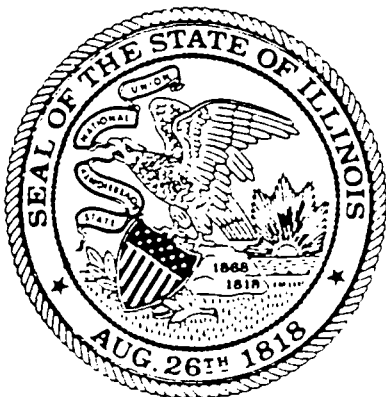
(Idacon, Inc. to KMG Services, Inc.)

- 1) Vehicle Lease Agreement with Ryder Truck Rental, Inc. (No. 24,1984)
- 2) Lease dated 11/1/80 (renewed 1/30/86) with National Refining Company for the Tuscaloosa, Alabama plant
- 3) Lease Purchase Agreement with Catapillar Tractor Company for one (1) forklift
- 4) Distributorship Agreement dated December 6, 1985 with Preservation Products, Inc.
- 5) Agency (Sales Rep.) Agreement with Billy Osborne



To all to whom these Presents Shall Come, Greeting:

I, Jim Edgar, Secretary of State of the State of Illinois,  
do hereby certify that THE FOLLOWING AND HERETO ATTACHED IS A  
TRUE COPY OF THE ARTICLES OF MERGER OF IDACON, INC.\*\*\*\*\*



In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois this 15TH  
day of JULY A. D., 1988.

Jim Edgar  
SECRETARY OF STATE



**Whereas,** ARTICLES OF MERGER OF

IDACON, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

*Now Therefore, I, Jim Edgar, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.*

**In Testimony Whereof,** *I thereto set my hand and cause to be affixed the Great Seal of the State of Illinois,*

*at the City of Springfield, this* 15th  
*day of* July *AD. 1988 and*  
*of the Independence of the United States*  
*the two hundred and* 13th.

  
\_\_\_\_\_  
SECRETARY OF STATE



7/15/88  
\$10000  
H

IDACON, INC.

ARTICLES OF MERGER OF  
DOMESTIC AND FOREIGN CORPORATIONS

Pursuant to the provisions of Article 11.35 of the Illinois Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>NAME OF CORPORATION</u>	<u>STATE</u>
IDACON, INC.	Illinois 4142-617-9
IDACON, INC.	Delaware

2. The laws of the state under which such foreign corporation is organized permit such merger.

3. The name of the surviving corporation is Idacon, Inc., and it is to be governed by the laws of the State of Delaware.

4. The Plan and Agreement of Merger attached hereto and hereby incorporated herein by reference was approved by the shareholders of both of the undersigned corporations in the manner prescribed by the Illinois Business Corporation Act and the General Corporation Law of the State of Delaware.

5. As to each undersigned corporation, the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>
IDACON, INC., Delaware	1,000
IDACON, INC., Illinois	12,820 /

6. As to each undersigned corporation, the number of shares voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Voted For</u>	<u>Votes Against</u>
IDACON, INC. (Delaware)	1,000	-0-
IDACON, INC. (Illinois)	12,820 /	-0-

7. The street address of the registered or principal office of the surviving corporation in the state under whose laws it is governed is 1209 Orange Street, Wilmington, Delaware.

8. Idacon, Inc., a Delaware corporation and the surviving corporation, hereby: (a) agrees that it may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Illinois as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Illinois Business Corporation Act with respect to the rights of dissenting shareholders.

Dated the 14<sup>th</sup> day of July, 1988.

IDACON, INC., a Illinois corporation

By David L. Hatcher  
David L. Hatcher, President

IDACON, INC., a Delaware corporation

By David L. Hatcher  
David L. Hatcher, President

ဟာ ဟာ ဟာ

and Secretary of the corporation

Notary Public in and for  
the State of Texas

www

a notary public, do hereby

Notary Public in and for /  
the State of Texas and  
Secretary of the corporation

0688179

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger dated July 14, 1988, pursuant to Section 252 of the Delaware General Corporation Law and Section 11.35 of the Illinois Business Corporation Law, by and between Idacon, Inc., a Illinois corporation (the "Illinois Corporation"), and Idacon, Inc., a Delaware corporation (the "Delaware Corporation"), such corporations being hereinafter collectively referred to as the "Constituent Corporations",

### W I T N E S S E T H: \_\_\_\_\_

WHEREAS, the Illinois Corporation is a corporation duly organized and existing under the laws of the State of Illinois, having been incorporated on October 27, 1961, and having an authorized capital stock of 85,000 shares of common stock, \$.50 par value, of which 12,820 shares are issued and outstanding; and

WHEREAS, the Delaware Corporation is a corporation duly organized and existing under the laws of the State of Texas, having been incorporated on January 22, 1988, and having an authorized capital stock of 100,000 shares of common stock, \$.01 par value (the "Common Stock of the Texas Corporation"), of which 1,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Delaware Corporation and the Illinois Corporation deem it advisable and for the best interests of said corporations that the Illinois Corporation be merged with and into the Delaware Corporation as the surviving corporation as authorized by the statutes of the

States of Illinois and Delaware under and pursuant to the terms and conditions hereinafter set forth, and each such Board has duly approved this Plan and Agreement of Merger (the "Plan"); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

#### ARTICLE I

##### Merger and Name of Surviving Corporation

At the Effective Time of the Merger, as hereinafter defined, the Illinois Corporation shall be merged with and into the Delaware Corporation, which is hereby designated as the "Surviving Corporation", which shall not be a new corporation, which shall continue its corporate existence as a Delaware corporation to be governed by the laws of the State of Delaware, which shall continue to be named "Idacon, Inc." and which shall

maintain a registered office in the State of Delaware at 1209 Orange Street, Wilmington, Delaware.

## ARTICLE II

### Terms and Conditions of Merger

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Plan) as follows:

(a) At the Effective Time of the Merger:

(1) The Constituent Corporations shall be a single corporation, which shall be Idacon, Inc., a Delaware corporation, the corporation designated herein as the Surviving Corporation.

(2) The separate existence of the Illinois Corporation shall cease.

(3) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular, the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises,

and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Specifically, but not by way of limitation, the Surviving Corporation shall be responsible and liable to dissenting stockholders of the Illinois Corporation and any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of the Illinois Corporation and its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective

immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Illinois Corporation. The employees of the Illinois Corporation shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of the Illinois Corporation.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the merger.

(b) The Board of Directors, and the members thereof, and the officers of the Delaware Corporation immediately prior to the Effective Time of the Merger shall be and constitute the Board of Directors, and the members thereof, and the officers of the Surviving Corporation to serve in accordance with the by-laws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.



### ARTICLE III

#### Capitalization of Surviving Corporation And Manner and Basis of Converting Shares

The total authorized capital stock of the Surviving Corporation shall be as set forth in the Certificate of Incorporation of the Surviving Corporation, that is, 100,000 shares of common stock, \$.01 par value (the "Common Stock of the Surviving Corporation").

The manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and the manner of carrying the merger into effect are as follows:

(a) Each share of the Common Stock of the Illinois Corporation outstanding at the Effective Time of the Merger shall be converted into one fully paid and nonassessable share of Common Stock of the Surviving Corporation, without any action on the part of the holder thereof. After the Effective Time of the Merger, each holder of an outstanding certificate which prior thereto represented shares of the Common Stock of the Illinois Corporation shall be entitled, upon surrender thereof to any transfer agent for the Common Stock of the Surviving Corporation, to receive in exchange therefor a certificate or certificates representing the number of whole shares of Common Stock of the Surviving Corporation into which the shares of the Common Stock of the Illinois Corporation so surrendered shall have been

converted as aforesaid, of such denominations and registered in such names as such holder may request. Until so surrendered, each such outstanding certificate which, prior to the Effective Time of the Merger, represented shares of the Common Stock of the Illinois Corporation shall for all purposes evidence the ownership of the shares of Common Stock of the Surviving Corporation into which such shares shall have been so converted.

(b) All shares of Common Stock of the Surviving Corporation into which shares of the Common Stock of the Illinois Corporation shall have been converted pursuant to this Article III shall be issued in full satisfaction of all rights pertaining to such converted shares.

(c) If any certificate for shares of capital stock of the Surviving Corporation is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange pay to the Surviving Corporation or any agent designated by it any transfer or other taxes required by reason of the issuance of a certificate for shares of capital stock of the Surviving Corporation in any name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the Surviving Corporation or any

agent designated by it that such tax has been paid or is not payable.

(d) No fraction of a share of Common Stock of the Surviving Corporation shall be issued.

#### ARTICLE IV

##### Certificate of Incorporation and By-Laws

(a) The Certificate of Incorporation of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

(b) The by-laws of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the by-laws of the Surviving Corporation until amended in the manner provided by law.

#### ARTICLE V

##### Other Provisions with Respect to Merger

(a) This Plan shall be submitted to the stockholders of each Constituent Corporation as provided by the applicable laws of the States of Delaware and Illinois. After the approval or adoption thereof by the stockholders of each Constituent Corporation in accordance with the requirements of the laws of the States of Delaware and Illinois, all required documents shall be

executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of the States of Illinois and Delaware.

(b) This Plan may be terminated at any time prior to the Effective Time of the Merger, whether before or after action thereon by the stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

(c) Each Constituent Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the merger.

(d) The Surviving Corporation, from and after the Effective Time of the Merger, agrees that it may be sued and served with process in the State of Illinois in any proceeding for the enforcement of any obligation of the Illinois Corporation and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Illinois Corporation against the Surviving Corporation. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Illinois as its agent to accept service of process in any such proceeding. The Surviving Corporation will promptly pay to the dissenting stockholders of the Illinois Corporation the amounts, if any, to which they shall be entitled under the Illinois Business Corporation Act with

respect to the rights of dissenting stockholders, provided such dissenters act in strict compliance with the provisions of such Act governing rights of dissenting stockholders in case of a merger.

## ARTICLE VI

### Approval and Effective Time of the Merger

(a) The merger shall become effective when all the following actions shall have been taken:

(1) this Plan shall be adopted and approved on behalf of each Constituent Corporations in accordance with the General Corporation Law of the State of Delaware and the Illinois Business Corporation Act,

(2) Articles of Merger (with this Plan attached as part thereof), setting forth the information required by, and executed and verified in accordance with, the Illinois Business Corporation Act, shall be filed in the office of the Secretary of State of the State of Illinois (the particular time and date at which such filing and recording shall be accomplished being herein referred to as the "Effective Time of the Merger").

(b) The Surviving Corporation shall, pursuant to Section 103(c)(5) of the General Corporation Law of the State of Delaware, cause a duplicate copy of this Plan certified by the Secretary of State of the State of Delaware, to be recorded in the office of the recorder of New Castle County, Delaware. The Surviving Corporation shall cause a copy of this Plan as filed in the State of Delaware and certified to by the public official having custody thereof to be filed with the Secretary of State of the State of Illinois within 30 days after the Effective Time of the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of the Illinois Corporation acquired or to be acquired by or as a result of the merger, the proper officers and directors of the Illinois Corporation and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of the Illinois Corporation or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan.

(c) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts

hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(d) This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State.

(e) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the Delaware Corporation has caused this Plan to be signed an authorized officer and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, and the Illinois Corporation has caused this Plan, to be signed by an authorized officer and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, all on the date first above written.

ILLINOIS CORPORATION

IDACON, INC.

By:   
David L. Hatcher, President

DELAWARE CORPORATION

IDACON, INC.

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,  
Secretary

By:

David L. Hatcher  
David L. Hatcher, President

The undersigned, David L. Hatcher, as President of Idacon, Inc., a corporation of the State of Illinois, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of Idacon, Inc., a corporation of the State of Illinois, was duly approved pursuant to Article 11.35 of the Illinois Business Corporation Act by the vote of the holders of at least two-thirds of total number of the outstanding shares of the capital stock of Idacon, Inc. who were entitled to vote upon the approval or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby approved as the act of the stockholders of Idacon, Inc. and the duly approved agreement and act of said corporation.

14<sup>th</sup> WITNESS my hand and the seal of Idacon, Inc. on this  
day of July, 1988.

David L. Hatcher

The undersigned, Maureen M. Gilroy, as Secretary of Idacon, Inc., a corporation of the State of Delaware, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of Idacon, Inc., a corporation of the State of Illinois, was duly approved pursuant to Sections 251 and 252 of the General Corporation Law of the State of Delaware by the vote of the holders of a majority of the outstanding stock of Idacon, Inc. who were entitled to vote upon the adoption or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby adopted as the act of the stockholders of Idacon, Inc., and the duly approved agreement and act of said corporation.



14<sup>th</sup> WITNESS my hand and the seal of Idacon, Inc. on this  
day of July, 1988.

Maureen M. Gilroy  
Maureen M. Gilroy, Secretary

THE ABOVE PLAN AND AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been approved or adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware and the Illinois Business Corporation Act, the authorized officer of each corporate party thereto does now hereby execute said Plan and Agreement of Merger and the Secretary of each corporate party thereto does now hereby attest said Plan and Agreement of Merger under the corporate seal by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 14<sup>th</sup> day of July, 1988.

ILLINOIS CORPORATION

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,  
Secretary

IDACON, INC.

By: David L. Hatcher  
David L. Hatcher, President

DELAWARE CORPORATION

IDACON, INC.

ATTEST:


Maureen M. Gilroy  
Maureen M. Gilroy,

By: David L. Hatcher  
David L. Hatcher, President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BE IT REMEMBERED that on this ~~14th~~ day of July, 1988, personally came before me, a Notary Public in and for the County and State aforesaid, David L. Hatcher, President of Idacon, Inc., a corporation of the State of Illinois and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said President of Idacon, Inc., as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said Idacon, Inc., that the signatures of said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of Idacon, Inc., that the facts stated therein are true and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

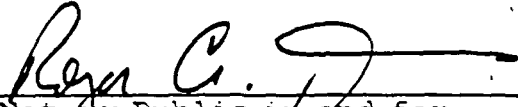
IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas  
**ROBERT C. JACKSON**  
My commission expires 11/15/90

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BE IT REMEMBERED that on this ~~14th~~ day of July, 1988, personally came before me, a Notary Public in and for the County and State aforesaid, David L. Hatcher, President of Idacon, Inc., a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said President of Idacon, Inc., as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said Idacon, Inc., that the signatures of said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of Idacon, Inc., that the facts stated therein are true and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, of office the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas  
*My Commission Expires: 1/15/90*

0688180  
WFO747

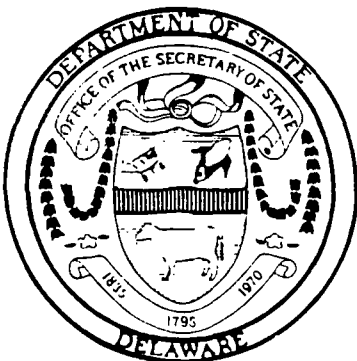


## Office of Secretary of State

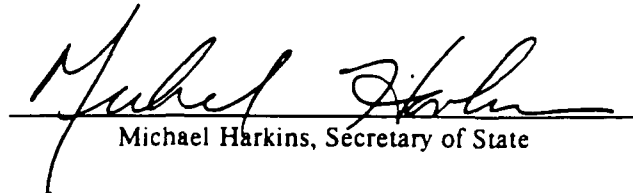
I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "IDACON, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, MERGING WITH AND INTO "IDACON, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "IDACON, INC." AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF JULY, A.D. 1988, AT 10 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY LAWS OF THE STATE OF DELAWARE.

: : : : : : : : : : :



888197020

  
Michael Harkins, Secretary of State

AUTHENTICATION: 11788044

DATE: 87/15/1988

JUL 15 1961 10A  
HSE

IDACON, INC.

ARTICLES OF MERGER OF  
DOMESTIC AND FOREIGN CORPORATIONS

Pursuant to the provisions of Article 11.35 of the Illinois Business Corporation Act and Section 252 of the General Corporation Law of the State of Delaware, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>NAME OF CORPORATION</u>	<u>STATE</u>
IDACON, INC.	Illinois
IDACON, INC.	Delaware

2. The laws of the state under which such foreign corporation is organized permit such merger.

3. The name of the surviving corporation is Idacon, Inc., and it is to be governed by the laws of the State of Delaware.

4. The Plan and Agreement of Merger attached hereto and hereby incorporated herein by reference was approved by the shareholders of both of the undersigned corporations in the manner prescribed by the Illinois Business Corporation Act and the General Corporation Law of the State of Delaware.

5. As to each undersigned corporation, the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>
IDACON, INC., Delaware	1,000
IDACON, INC., Illinois	12,820

6. As to each undersigned corporation, the number of shares voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Voted For</u>	<u>Votes Against</u>
IDACON, INC. (Delaware)	1,000	-0-
IDACON, INC. (Illinois)	12,820	-0-

7. The street address of the registered or principal office of the surviving corporation in the state under whose laws it is governed is 1209 Orange Street, Wilmington, Delaware.

8. Idacon, Inc., a Delaware corporation and the surviving corporation, hereby: (a) agrees that it may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of the undersigned domestic corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation; (b) irrevocably appoints the Secretary of State of Illinois as its agent to accept service of process in any such proceeding; and (c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Illinois Business Corporation Act with respect to the rights of dissenting shareholders.

Dated the 14 day of July, 1988.

IDACON, INC., a Illinois  
corporation

By David L. Hatcher  
David L. Hatcher, President

IDACON, INC., a Delaware  
corporation

By David L. Hatcher  
David L. Hatcher, President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

I, Maureen M. Gilroy, a notary public, do hereby certify that on this 14<sup>th</sup> day of July, 1988, personally appeared before me David L. Hatcher, who, being by me first duly sworn, declared that he is the President of Idacon, Inc., a Illinois corporation, that he signed the foregoing document as President of the corporation and that the statements therein contained are true.

Maureen M. Gilroy  
Notary Public in and for  
the State of Texas 6-26-89  
MAUREEN M. GILROY

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

I, Maureen M. Gilroy, a notary public, do hereby certify that on this 14<sup>th</sup> day of July, 1988, personally appeared before me David L. Hatcher, who, being by me first duly sworn, declared that he is the President of Idacon, Inc., a Delaware corporation, that he signed the foregoing document as President of the corporation and that the statements therein contained are true.

Maureen M. Gilroy  
Notary Public in and for  
the State of Texas 6-26-89  
MAUREEN M. GILROY

0688179  
WP0747

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger dated July 14, 1988, pursuant to Section 252 of the Delaware General Corporation Law and Section 11.35 of the Illinois Business Corporation Law, by and between Idacon, Inc., a Illinois corporation (the "Illinois Corporation"), and Idacon, Inc., a Delaware corporation (the "Delaware Corporation"), such corporations being hereinafter collectively referred to as the "Constituent Corporations",

W I T N E S S E T H:

WHEREAS, the Illinois Corporation is a corporation duly organized and existing under the laws of the State of Illinois, having been incorporated on October 27, 1961, and having an authorized capital stock of 85,000 shares of common stock, \$.50 par value, of which 12,820 shares are issued and outstanding; and

WHEREAS, the Delaware Corporation is a corporation duly organized and existing under the laws of the State of Texas, having been incorporated on January 22, 1988, and having an authorized capital stock of 100,000 shares of common stock, \$.01 par value (the "Common Stock of the Texas Corporation"), of which 1,000 shares are issued and outstanding; and

WHEREAS, the respective Boards of Directors of the Delaware Corporation and the Illinois Corporation deem it advisable and for the best interests of said corporations that the Illinois Corporation be merged with and into the Delaware Corporation as the surviving corporation as authorized by the statutes of the



States of Illinois and Delaware under and pursuant to the terms and conditions hereinafter set forth, and each such Board has duly approved this Plan and Agreement of Merger (the "Plan"); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval or adoption of this Plan by the requisite vote of the stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

#### ARTICLE I

##### Merger and Name of Surviving Corporation

At the Effective Time of the Merger, as hereinafter defined, the Illinois Corporation shall be merged with and into the Delaware Corporation, which is hereby designated as the "Surviving Corporation", which shall not be a new corporation, which shall continue its corporate existence as a Delaware corporation to be governed by the laws of the State of Delaware, which shall continue to be named "Idacon, Inc." and which shall

maintain a registered office in the State of Delaware at 1209 Orange Street, Wilmington, Delaware.

## ARTICLE II

### Terms and Conditions of Merger

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Plan) as follows:

(a) At the Effective Time of the Merger:

(1) The Constituent Corporations shall be a single corporation, which shall be Idacon, Inc., a Delaware corporation, the corporation designated herein as the Surviving Corporation.

(2) The separate existence of the Illinois Corporation shall cease.

(3) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation; and all and singular, the rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises,

and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Specifically, but not by way of limitation, the Surviving Corporation shall be responsible and liable to dissenting stockholders of the Illinois Corporation and any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate acts, plans, policies, contracts, approvals and authorizations of the Illinois Corporation and its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective

immediately prior to the Effective Time of the Merger shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Illinois Corporation. The employees of the Illinois Corporation shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of the Illinois Corporation.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the merger.

(b) The Board of Directors, and the members thereof, and the officers of the Delaware Corporation immediately prior to the Effective Time of the Merger shall be and constitute the Board of Directors, and the members thereof, and the officers of the Surviving Corporation to serve in accordance with the by-laws of the Surviving Corporation until their respective successors shall have been duly elected and qualified.

### ARTICLE III

#### Capitalization of Surviving Corporation And Manner and Basis of Converting Shares

The total authorized capital stock of the Surviving Corporation shall be as set forth in the Certificate of Incorporation of the Surviving Corporation, that is, 100,000 shares of common stock, \$.01 par value (the "Common Stock of the Surviving Corporation").

The manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and the manner of carrying the merger into effect are as follows:

(a) Each share of the Common Stock of the Illinois Corporation outstanding at the Effective Time of the Merger shall be converted into one fully paid and nonassessable share of Common Stock of the Surviving Corporation, without any action on the part of the holder thereof. After the Effective Time of the Merger, each holder of an outstanding certificate which prior thereto represented shares of the Common Stock of the Illinois Corporation shall be entitled, upon surrender thereof to any transfer agent for the Common Stock of the Surviving Corporation, to receive in exchange therefor a certificate or certificates representing the number of whole shares of Common Stock of the Surviving Corporation into which the shares of the Common Stock of the Illinois Corporation so surrendered shall have been

converted as aforesaid, of such denominations and registered in such names as such holder may request. Until so surrendered, each such outstanding certificate which, prior to the Effective Time of the Merger, represented shares of the Common Stock of the Illinois Corporation shall for all purposes evidence the ownership of the shares of Common Stock of the Surviving Corporation into which such shares shall have been so converted.

(b) All shares of Common Stock of the Surviving Corporation into which shares of the Common Stock of the Illinois Corporation shall have been converted pursuant to this Article III shall be issued in full satisfaction of all rights pertaining to such converted shares.

(c) If any certificate for shares of capital stock of the Surviving Corporation is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange pay to the Surviving Corporation or any agent designated by it any transfer or other taxes required by reason of the issuance of a certificate for shares of capital stock of the Surviving Corporation in any name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the Surviving Corporation or any

agent designated by it that such tax has been paid or is not payable.

(d) No fraction of a share of Common Stock of the Surviving Corporation shall be issued.

#### ARTICLE IV

##### Certificate of Incorporation and By-Laws

(a) The Certificate of Incorporation of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

(b) The by-laws of the Delaware Corporation as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the by-laws of the Surviving Corporation until amended in the manner provided by law.

#### ARTICLE V

##### Other Provisions with Respect to Merger

(a) This Plan shall be submitted to the stockholders of each Constituent Corporation as provided by the applicable laws of the States of Delaware and Illinois. After the approval or adoption thereof by the stockholders of each Constituent Corporation in accordance with the requirements of the laws of the States of Delaware and Illinois, all required documents shall be

executed, filed and recorded and all required acts shall be done in order to accomplish the merger under the provisions of the applicable statutes of the States of Illinois and Delaware.

(b) This Plan may be terminated at any time prior to the Effective Time of the Merger, whether before or after action thereon by the stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

(c) Each Constituent Corporation shall bear and pay all costs and expenses incurred by it or on its behalf (including without limitation fees and expenses of financial consultants, accountants and counsel) in connection with the consummation of the merger.

(d) The Surviving Corporation, from and after the Effective Time of the Merger, agrees that it may be sued and served with process in the State of Illinois in any proceeding for the enforcement of any obligation of the Illinois Corporation and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Illinois Corporation against the Surviving Corporation. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Illinois as its agent to accept service of process in any such proceeding. The Surviving Corporation will promptly pay to the dissenting stockholders of the Illinois Corporation the amounts, if any, to which they shall be entitled under the Illinois Business Corporation Act with



respect to the rights of dissenting stockholders, provided such dissenters act in strict compliance with the provisions of such Act governing rights of dissenting stockholders in case of a merger.

## ARTICLE VI

### Approval and Effective Time of the Merger

(a) The merger shall become effective when all the following actions shall have been taken:

(1) this Plan shall be adopted and approved on behalf of each Constituent Corporations in accordance with the General Corporation Law of the State of Delaware and the Illinois Business Corporation Act,

(2) Articles of Merger (with this Plan attached as part thereof), setting forth the information required by, and executed and verified in accordance with, the Illinois Business Corporation Act, shall be filed in the office of the Secretary of State of the State of Illinois, and

(3) this Plan as so adopted and approved, when certified, executed and acknowledged in accordance with the General Corporation Law of the State of Delaware, shall be filed and recorded in the office of the Secretary of State of the State of Delaware (the particular time and date at which such filing and recording shall be accomplished being herein referred to as the "Effective Time of the Merger").

(b) The Surviving Corporation shall, pursuant to Section 103(c)(5) of the General Corporation Law of the State of Delaware, cause a duplicate copy of this Plan certified by the Secretary of State of the State of Delaware, to be recorded in the office of the recorded of New Castle County, Delaware. The Surviving Corporation shall cause a copy of this Plan as filed in the State of Delaware and certified to by the public official having custody thereof to be filed with the Secretary of State of the State of Illinois within 30 days after the Effective Time of the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or rights of the Illinois Corporation acquired or to be acquired by or as a result of the merger, the proper officers and directors of the Illinois Corporation and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of the Illinois Corporation or the Surviving Corporation to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the purposes of this Plan.

(c) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts

hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(d) This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware except insofar as the internal law of the State of Illinois shall mandatorily apply to the merger.

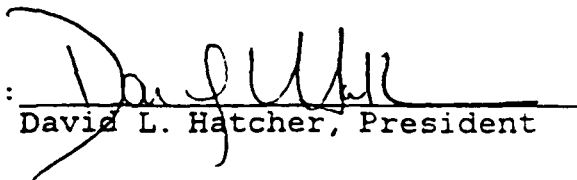
(e) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHEREOF, the Delaware Corporation has caused this Plan to be signed an authorized officer and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, and the Illinois Corporation has caused this Plan, to be signed by an authorized officer and its corporate seal to be affixed hereto pursuant to authorization contained in a resolution adopted by its Board of Directors approving this Plan, all on the date first above written.

ILLINOIS CORPORATION

IDACON, INC.

By:

  
David L. Hatcher, President

DELAWARE CORPORATION

IDACON, INC.

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,  
Secretary

By: David L. Hatcher  
David L. Hatcher, President

The undersigned, David L. Hatcher, as President of Idacon, Inc., a corporation of the State of Illinois, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of Idacon, Inc., a corporation of the State of Illinois, was duly approved pursuant to Article 11.35 of the Illinois Business Corporation Act by the vote of the holders of at least two-thirds of total number of the outstanding shares of the capital stock of Idacon, Inc. who were entitled to vote upon the approval or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby approved as the act of the stockholders of Idacon, Inc. and the duly approved agreement and act of said corporation.

14th WITNESS my hand and the seal of Idacon Inc. on this  
day of July, 1988.

David L. Hatcher

The undersigned, Maureen M. Gilroy, as Secretary of Idacon, Inc., a corporation of the State of Delaware, hereby certifies that the foregoing Plan and Agreement of Merger, after having been first duly signed on behalf of Idacon, Inc., a corporation of the State of Illinois, was duly approved pursuant to Sections 251 and 252 of the General Corporation Law of the State of Delaware by the vote of the holders of a majority of the outstanding stock of Idacon, Inc. who were entitled to vote upon the adoption or rejection of said Plan and Agreement of Merger and that said Plan and Agreement of Merger was thereby adopted as the act of the stockholders of Idacon, Inc., and the duly approved agreement and act of said corporation.

WITNESS my hand and the seal of IDA CON, INC. on this 14<sup>th</sup> day of July, 1988.

Maureen M. Gilroy  
Maureen M. Gilroy, Secretary

THE ABOVE PLAN AND AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been approved or adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware and the Illinois Business Corporation Act, the authorized officer of each corporate party thereto does now hereby execute said Plan and Agreement of Merger and the Secretary of each corporate party thereto does now hereby attest said Plan and Agreement of Merger under the corporate seal by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 14 day of July, 1988.

ILLINOIS CORPORATION

IDA CON, INC.

ATTEST:

Maureen M. Gilroy  
Maureen M. Gilroy,  
Secretary

By: David L. Hatcher  
David L. Hatcher, President

DELAWARE CORPORATION

IDA CON, INC.

ATTEST:

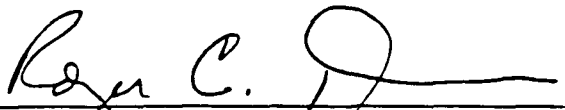
Maureen M. Gilroy  
Maureen M. Gilroy,

By: David L. Hatcher  
David L. Hatcher, President

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BE IT REMEMBERED that on this 14<sup>th</sup> day of July, 1988, personally came before me, a Notary Public in and for the County and State aforesaid, David L. Hatcher, President of Idacon, Inc., a corporation of the State of Illinois and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said President of Idacon, Inc., as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said Idacon, Inc., that the signatures of said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of Idacon, Inc., that the facts stated therein are true and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

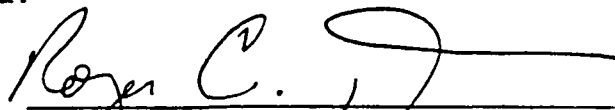
ROGER C. JACKSON

My COMMISSION expires 1/15/90

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

BE IT REMEMBERED that on this ~~14th~~<sup>14th</sup> day of July, 1988, personally came before me, a Notary Public in and for the County and State aforesaid, David L. Hatcher, President of Idacon, Inc., a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said President of Idacon, Inc., as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said Idacon, Inc., that the signatures of said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of Idacon, Inc., that the facts stated therein are true and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

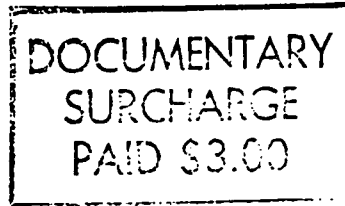
  
\_\_\_\_\_  
Notary Public in and for  
Harris County, Texas

ROGER C. JACKSON

My Commission Expires 1/15/90

0688180  
WP0747

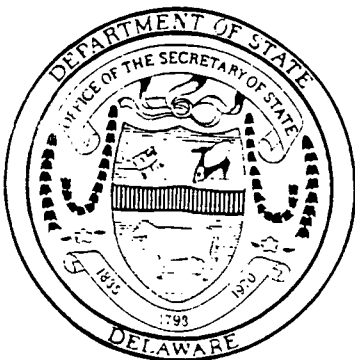
34146



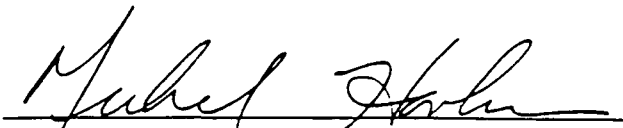
## Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF  
DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF CORRECTION OF IDACON, INC. FILED IN  
THIS OFFICE ON THE FIFTEENTH DAY OF NOVEMBER, A.D. 1988, AT 10  
O'CLOCK A.M.

: : : : : : : :



888320137

  
Michael Harkins, Secretary of State

AUTHENTICATION: 1933628

DATE: 11/15/1988



CERTIFICATE OF CORRECTION FILED TO CORRECT  
A CERTAIN ERROR IN THE ARTICLES OF MERGER OF  
DOMESTIC AND FOREIGN CORPORATIONS OF  
IDACON, INC.  
FILED IN THE OFFICE OF THE SECRETARY OF STATE  
OF DELAWARE ON JULY 15, 1988

IDACON, INC., a corporation organized and existing under and by  
virtue of the General Corporation Law of the State of Delaware,  
DOES HEREBY CERTIFY:

1. The name of the corporation is IDACON, INC.
2. That a Certificate of Agreement of Merger of IDACON, INC. was filed by the Secretary of State of Delaware on July 15, 1988 and that said certificate requires correction as permitted by subsection (F) of Section 103 of the General Corporation Law of the State of Delaware.
3. The inaccuracy or defect of said certificate to be corrected is as follows: The outstanding shares of IDACON, INC., a Delaware corporation, were inaccurately stated as being 1,000 instead of 10,000.
4. Articles Five and Six of the Articles of Merger are corrected to read as follows:

"5. As to each undersigned corporation, the number of shares outstanding are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>
IDACON, INC., Delaware	10,000
IDACON, INC., Illinois	12,820

6. As to each undersigned corporation, the number of shares voted for and against such Plan, respectively, are as follows:

<u>Name of Corporation</u>	<u>Votes For</u>	<u>Votes Against</u>
IDACON, INC. (Delaware)	10,000	-0-
IDACON, INC. (Illinois)	12,820	-0-

RECEIVED FOR RECORD

NOV 17 1988

William M. Honey, Recorder.

IN WITNESS WHEREOF, said IDACON, INC., a Delaware corporation and survivor of the merger with IDACON, INC., an Illinois corporation, has caused this certificate to be signed by David L. Hatcher, its President, and attested by Maureen Gilroy, its Secretary, this 17th day of November, 1988.

IDACON, INC., a Delaware corporation

By: David L. Hatcher  
David L. Hatcher, President

ATTEST:

By: Maureen Gilroy  
Maureen Gilroy, Secretary

1088210  
WP0830

RECEIVED FOR RECORD

NOV 17 1988

William M. Honey, Records

State of Delaware  
Office of the Secretary of State

---

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "IDACON, INC.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF MARCH, A.D. 1996, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2149962 8100

AUTHENTICATION: 8607118

971272963

DATE: 08-14-97

By: A handwritten signature in cursive script, reading "David L. Hatcher".  
David L. Hatcher, President